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## Current Topics.

### The Losses of the War.

WE HAVE from time to time ventured to express the sympathy of the profession with those of its members who have suffered bereavement in the war. Recently the losses have been much less severe, but they continue none the less, and we see with great regret the announcement of the death of Capt. WILLIAM HENRY EVE, the son of Mr. Justice EVE. A soldier by profession, he was in India from 1904 till the outbreak of the war, and was killed on the 5th inst. The relations between the learned Judge and those who practise before him, and the esteem in which he is held by the whole profession, are such that very special sympathy will be felt with him in his loss.

### Rejection of Attested Men.

ON TUESDAY the Divisional Court had before it the troublesome question raised by the Military Service Acts which we have several times discussed (*ante*, pp. 229, 247, 282)—namely, whether the rejection of an attested man, when he is called up from the Reserve, amounts to his discharge on the ground of "disablement or ill-health." The case before the Court was that stated by Mr. Boyd, the Greenwich police magistrate (*Boots v. Elvey*, *Times*, 20th inst.), and it was decided in the negative—the view which we have suggested. Boots attested under the Derby scheme in 1915, was accepted, was paid the usual sum of 2s. 5d., and was passed into the Reserve. In March, 1916, he was called up, examined medically, and sent away with the words "Rejected, medically unfit" marked on his papers by the recruiting officer. He claimed that he was not liable to a further call-up out of the Reserve, or to military service. The answer seems to be, first, that he had enlisted in the Army when he attested and was accepted at the end of 1915; he is not a "rejected" man who is excepted from military service by the sixth paragraph in the Schedule to the Military Service Act, 1916. An enlisted man can only escape liability for service if he "has left or been discharged" from the Army on the ground of "disablement or ill-health" within paragraph 5 of the same Schedule. Mere rejection on call-up as for the moment unfit to serve *with*

the colours is not a discharge at all, still less a discharge on the only ground sufficient to give exemption from liability to serve.

#### Deportation Orders.

WE HOPE that, notwithstanding the very strange refusal of a stay on the part of the Court, an effort will be made to take to the House of Lords the Court of Appeal's decision, overruling the Divisional Court, in *R. v. Home Secretary, Ex parte the Duke of Chateau-Thierry* (*Times*, 17th March). The case is one which affects vitally not only the right of political asylum, and not only the liberty of the subject, but even the elementary distinction between legality and illegality in the exercise of power delegated by Parliament to the Executive. The applicant was a French Royalist of military age, resident in England prior to the war. By arrangement with the French Government, it was decided to send him back to France. In order to do an act which obviously infringes in the highest degree the time-honoured principle that England is an asylum for political refugees, a very roundabout device was adopted by the late Home Secretary. While the Aliens Act, 1905, which permits the deportation of undesirable aliens, safeguards (1) the rights of political or religious refugees, and (2) the liberty of the individual, since no order can be made without a magisterial hearing and decision, no similar safeguards are contained in the Aliens Restriction Act, 1914, or in the Aliens Restriction Order, 1916, made thereunder, article 12 (1) of which gives the Executive power to deport aliens during the war. But this power is given in the interest of the safety of the Realm, and the Divisional Court had held that it must be exercised in accordance with the principles of constitutional liberty; an alien cannot, they hold, be deported to any particular country; he can only be ordered to leave England. That Court, therefore, quashed as invalid a deportation order directing the appellant to return to France. The Court of Appeal agree that the Home Secretary has no power to make a deportation order which fixes the country to which an alien shall go. But he can make a deportation order, they also hold, directing the alien to leave Britain; he can also select the ship by which the alien must depart, and can detain him on board the ship until it has departed. In this way he can be legally placed on a ship bound for France, although his detention on board after the ship has left England is illegal. In practice, of course, he cannot leave the ship, and must fall into the hands of the French Government; so that the order is expressly intended to make possible an illegal act. Notwithstanding the decision of the Court of Appeal, we believe that an order made for an illegal purpose is itself illegal.

#### The Statutory Black List and American Opinion.

VARIOUS BRITISH measures taken during the war in reference to foreign trade have been the subject of adverse criticism in America, and not least the establishment of the Statutory List—the black list, as it is usually termed—under the Trading with the Enemy (Extension of Powers) Act, 1915. In an article in the current number of the *Contemporary Review*, Sir CHARLES HOBHOUSE includes it as one of the matters which during the past winter have mainly turned American feeling against this country. We are interested, therefore, to see in the *Harvard Law Review* for January a note in which the policy of the statute is carefully and judicially considered, and it is of such importance that we reproduce it in full elsewhere. The Act, it will be remembered, empowers His Majesty by Proclamation to prohibit persons here from trading with "any persons or bodies of persons not resident or carrying on business in enemy territory... wherever by reason of the enemy nationality or enemy association of such persons," it appears expedient to do so. Thus the black list can include persons in any country not an enemy country. As regards persons in enemy countries, trading with them was already forbidden. And the list is not confined to neutral countries; it extends to Allied countries as well. So far as the list includes persons of

enemy nationality, the writer in the *Harvard Law Review* points out that it does no more than follow the Continental view that enemy status depends, not on place of residence merely, but on nationality. Under our law the place of business is decisive of enemy status; and under the Trading with the Enemy Proclamation of 9th September, 1914, this rule was expressly adopted. So that there was no prohibition against trading with a German carrying on business in the United States. But under French law it was different, and the French Decree of 27th September, 1914, apparently, forbade trade with subjects of Germany wherever they may be. The Harvard writer treats the Extension Act of 1915 as intended to bring Great Britain into a line with France in this respect; and, indeed, as being part of the policy incorporated last summer in the Paris Economic Agreement. The first article of this is:—"The laws and regulations prohibiting trading with the enemy shall be brought into accord. For this purpose: A. The Allies will prohibit their own subjects and citizens and all persons resident in their territories from carrying on any trade with:—(1) The inhabitants of enemy countries, whatever their nationality; (2) enemy subjects wherever resident; (3) persons, firms and companies whose business is controlled wholly or partially by enemy subjects, or is subject to enemy influence, and whose names are included in a special list." Hence, so far as the British black list extends to persons of enemy nationality in neutral or Allied countries, the Harvard writer regards it as unexceptionable in point of International Law. It is simply an adoption by Great Britain of a doctrine which is of many years' standing elsewhere.

#### The Black List and Enemy Association.

THERE REMAINS the question of the legality of the Statutory Black List so far as it affects persons who are included in it by reason of their enemy association." "These words," says the Harvard writer, "can mean only that Englishmen may be prohibited from trading, not only with Germans, but with all persons who trade with Germans. Here is a long step beyond the French, and here lies the nub (*sic*) of the American protest... No matter what England claims to be doing in this matter, it is plain that American firms are to choose between trading with England or with Germany. . . . England's act partakes of a secondary boycott, and it becomes our problem to determine whether a belligerent Power may justifiably attempt to conscript neutrals in the economic strangulation of her enemy." On the analogy of municipal law a secondary boycott—by which apparently the writer means a boycott to attain some ulterior end—is illegal. In *Great Britain Quinn v. Leatham* (1901, A. C. 495) is against it. In the United States, three States—New York, California and Oklahoma—have held it legal; and twenty-five have held it illegal. But while municipal law may furnish a guide, it is not decisive of international law, and the Harvard writer adopts the principle that the legality of the Black List depends on the British aim in establishing it. The United States protest is valid if the British black list appears to have no reference to British aims in the struggle with Germany, or if it seems, in application, to involve action or produce effects not necessary to the satisfaction of those aims; for in either case England is acting arbitrarily. If, on the other hand, the action of Great Britain is *bonâ fide* designed to assist her in her struggle with Germany and has no ulterior object—such as has been feared in America—to expand British trade at the expense of American trade, then it is justifiable as a belligerent policy. That we take to be the real conclusion, although the writer himself gives another turn to the matter. "The discussion," he says, "reduces to this: the English black list will be acquiesced in or not according to whether this country regards England's aim as her aim." To this he gives no answer, but the answer is being supplied by the course of events.

#### Mortgages of Personalty and Receipt of Income.

AN IMPORTANT question as to the rights of the mortgagee of an interest in a settlement of personalty was decided by

SARGANT, J., in *Re Pawson's Settlement* (Weekly Notes, 1917, p. 87). The mortgagor, J. J. PAWSON, was entitled under a settlement to a life interest in the trust funds, which consisted of stocks and other investments. By the mortgage, made in September, 1914, he assigned to the plaintiff all his interests under the settlement to secure £556 6s. 8d. and interest. Notice of the assignment was given by the plaintiff to the solicitors of the settlement trustees, and acknowledged by them, but no notice was sent requiring payment of the income to the mortgagee, and the trustees continued to pay it to PAWSON. Subsequently the mortgagee claimed that it should have been paid to him, and in the action he asked for a declaration to this effect, as against the trustees, and an account of income, and payment. With regard to mortgages of real estate it is well settled that, while the mortgagee is entitled to immediate possession or receipt of rents and profits, yet, until he chooses to assert this right, the mortgagor remains lawfully in possession or receipt of rents, and is not liable to account to the mortgagee for rents and profits: *Jolly v. Arbuthnot* (4 De G. & J. 224); *Yorkshire Banking Co. v. Mullan* (35 Ch. D. 125).

#### The Mortgagee's Right to Income.

THE SAME rule seems to apply to personalty, at any rate where the mortgage extends to both capital and income; though, where it covers income only, the case is not so clear, for here the income is the actual security, and each receipt of income by the mortgagor lessens the security. Usually, however, a mortgage of a life interest in personalty includes a policy of insurance, and the policy is the real security for repayment, the income being only the security for payment of premiums. Hence, so long as the premiums are duly paid, the mortgagor is allowed to remain in receipt of the income, and it is common to insert in the mortgage an express provision that, until payment of income is demanded by the mortgagee, the mortgagor shall be entitled to give a receipt for it to the trustees. But this does not seem to be an essential provision, and the mortgagee does not entitle himself to the receipt of the mortgaged income until he has gone into possession; that is, has called upon the trustees to pay it to him. The notice to the trustees is a necessary precaution in order to secure priority for the mortgagee; for this is the real effect of the notice. It does not, as Lord MACNAGHTEN observed in *Ward v. Duncombe* (1893, A. C., p. 392), complete the title of the mortgagee, and although it has been spoken of as in a certain degree a taking possession of the fund (*ibid.*, p. 387), yet this is for the purpose of taking the fund out of the apparent possession of the mortgagor; not for the purpose of asserting a claim to receipt of income. In the present case SARGANT, J., took this view, and held that the trustees were justified in continuing to pay the income to the mortgagor after notice of the mortgage; though the decision does not appear to have been very definite, and the learned Judge added that, if it was wrong, he would grant the trustees relief under section 3 of the Judicial Trustees Act, 1896.

#### Zeppelin Raids and Insurance.

THE CASE of *R. H. & S. Rogers (Limited) v. Whitaker* (*Times*, 20th inst.), in which the plaintiffs sought to recover on a fire policy for damage to contents of their warehouse by fire caused by an incendiary bomb dropped from a Zeppelin, turned partly upon a claim to rectification of the policy; but, upon the main question, it was hardly doubtful—notwithstanding SANKEY, J., reserved his judgment—that the risk was excluded from the policy. The policy excluded "loss or damage resulting from insurrection, riots, civil commotion, or military or usurped power." In this country hitherto questions of this kind have arisen through some form of civil trouble, and varying forms of the exception have come under consideration. In *Drinkwater v. London Assurance* (2 Wils. 362) the exception extended only to invasion by foreign enemies or any military or usurped power, and it was held that damage due to the excesses of a mob caused by the high

prices of provisions was not within it, so that the defendants were liable. In *Langdale v. Mason* (Park on Marine Insurance, 8th ed., 1842, II., p. 965) the exception was of "loss occasioned by an invasion, foreign enemy, civil commotion, or any military or usurped power whatever," and the loss, which occurred in 1780, had arisen out of the Gordon riots. The policy was in the Sun Fire Office, and Lord MANSFIELD, in his summing up, explained to the jury the history of the exception. The words "civil commotion" had been introduced—apparently in 1727—in order to extend the words referring to military or usurped power; and Lord MANSFIELD instructed the jury that civil commotion was an insurrection of the people for general purposes, not amounting to a rebellion, which implies usurped power. The jury found that the office was not liable. In *London and Manchester Plate Glass Co. v. Heath* (1913, 3 K. B. 411) the policy covered the excepted cases; that is, it covered damage arising from "civil commotion or rioting," and it was held not to apply to damage from Suffragette violence, there being, under the circumstances, plenty of window-breaking by organized acts, but no civil commotion. The damage, HAMILTON, L.J., pointed out rather caused the commotion, than the commotion, if there was any, the damage. But in the present case the question turned on what SANKEY, J., called the second limb of the exception; not on civil commotion, but on "military or usurped power"; and he had no difficulty in holding that the loss was due to "military power." Hence the exception applied, and the insurers were not liable. A pathetic note is added to the litigation by the fact that one of the gentlemen who were the managers of the plaintiff company—Mr. SAMUEL ROGERS—well known in the City, and also for much useful religious, municipal, and magisterial work at Croydon—died suddenly between the hearing of the case and the delivery of the judgment.

#### Breaking Off Diplomatic Relations.

THE RECENT action of the United States in requiring the German Government to withdraw or recall their Ambassador has drawn attention to the causes and effect of a cessation of diplomatic relations between two Governments or States. Sir FREDERIC THESIGER, speaking in the House of Commons in 1856, described the demand for the recall of an Ambassador as one of the strongest proofs of dissatisfaction which one country could give to another, but a reference to text-books and precedents does not throw much light upon the reasons which would ordinarily justify such a demand. Where an Ambassador is dismissed because of disagreement between the two States, it lies wholly with the State dismissing him to choose whether it will do an act which must bring about an interruption of friendly relations. As has been often said, it is always open to one State to quarrel with another if it likes. And assuming that all diplomatic intercourse between two countries, as in the case of Germany and the United States, has been brought to an end in the customary manner, it is by no means easy to define with precision their position with regard to each other. One thing seems to be clear. The interruption of diplomatic intercourse is not by itself a declaration of hostilities, though it may increase materially the risk of war. And although it is generally caused by some special grievance of the State breaking off diplomatic relations, this is not always the cause. It may be remembered that in 1903 King ALEXANDER of Serbia and his Consort were murdered by a party of officers, and that a few days afterwards PETER KARAGEORGEVITCH was elected to the throne. Our Government thereupon withdrew the British Minister from Belgrade, and diplomatic intercourse was not resumed until 1906, when the principal regicides had been placed on the retired list. It happens, however, more frequently that the grievance of a State which requires the recall of the Ambassador of another State is of a special and particular character, and, though it is not easy to suggest any rule, it may be that where the grievance is of a continuing character, the failure to obtain redress after the severance of diplomatic relations will ordinarily be followed by an outbreak of war.



And there appears to be every probability of this being the result in the present case.

#### Effect of Internment on Contracts.

THE CASE of *Scotland v. South African Territories (Limited)* (*Times*, 14th inst.) raised an interesting point as to the effect of internment on contracts. The plaintiff was, in August, 1914, the agent in German Africa of the defendant firm under a continuing agreement. He could have escaped from foreign territory when war broke out, but in the interests of his company stayed there to look after its affairs; in due course he was interned, but given facilities for carrying on the business. He was released by British troops in July, 1915, and now sued the defendants for salary during the period of his internment. Against the claim it was argued, first, that by remaining in German Africa after the outbreak of war, SCOTLAND "adhered to the King's enemies"; and so became an alien enemy, unable to enforce contracts of any kind; or, at any rate, his carrying on of business there made him an "alien enemy," with whom all continuing contracts are suspended *pendente bello*: *Porter v. Freudenberg* (59 SOLICITORS' JOURNAL, 216; 1915, 1 K. B. 857). Then, it was said, the contract on which he sued took the shape of trading with the enemy, and therefore was illegal, so that he could not sue upon it. Lastly, although he did reside and carry on business in the enemy country, he was interned, and prevented by his internment, by war conditions, and by operation of law from performing his contract as agent—a familiar doctrine which really seems to dispose of the claim. The case came before Mr. Justice DARLING and a special jury, and it was on the first ground that the learned Judge based his decision; he held that the action would not lie, and entered judgment for the defendants.

#### Soldiers and Revolutions.

THERE IS an interesting point in the Russian Revolution which deserves the attention of constitutional lawyers. Article II. of the scheme which the Provisional Government has put forward as containing the basis of its policy confers on troops the right to form associations, and the freedom to strike "in so far as military and technical conditions permit." Article VIII. abolishes all restrictions upon soldiers in the enjoyment of social rights granted to other citizens, subject to the maintenance of discipline on active service. How this will work in practice seems doubtful. Officers, even the most democratic, will probably think it quite incompatible with discipline. Ill-treated soldiers in any country who cannot get redress by individual complaint have only one remedy—a mutiny; it was the mutinies of the Spithead and the Nore which initiated the movement towards humane treatment of our sailors. It may be that a guarded introduction of the trade union principle into the control of an army would remedy grievances, without having very prejudicial effects on discipline.

#### Damages for Dishonoured Cheques.

IN OUR observations last week (*ante*, p. 331) on this subject we referred to the case in question as *Evans and Wife v. The National Provincial Bank (Limited)*. The name of the case should have been given as *Evans and Wife v. London and Provincial Bank (Limited)*.

A Reuter's message from Amsterdam, dated 21st March, says:—In well-informed circles it is anticipated that the reply of the Dutch Government to the representations made to it regarding armed merchantmen arising out of the case of the *Princess Melita* will be unsatisfactory from the standpoint of the Entente. It is also understood that the Dutch Government has intimated that it is not prepared to allow armed American merchantmen in Dutch harbours.

In the House of Commons, on Tuesday, Captain Bathurst, answering Mr. Stanton, said: Having regard to the expenditure of man-power and money which would be involved, the Food Controller is very reluctant to recommend the introduction of a compulsory rationing scheme, unless, or until, extreme shortage of supplies renders such a course inevitable. He considers that hoarding and waste can be prevented by less cumbrous machinery.

## The Military Service Acts.

### VIII.—FUNCTIONS OF TRIBUNALS (*continued*).

#### A.—THE POWERS OF LOCAL TRIBUNALS (*continued*).

(2) *Power to Renew Certificates*.—The official instructions urge tribunals not to grant absolute certificates of exemption except in strong cases; the ordinary certificate should be conditional and temporary. It follows that at the expiry of the certificate an application for renewal is necessary, and the tribunal can renew, provided the application is made in time. A man whose certificate has lapsed is not deemed to have been enlisted until a period of two weeks has expired from the date of the lapse. If he is a "badged" man or a "starred" man who was so employed prior to 15th August, 1915, the period is two months instead of two weeks (first Act, s. 3 (3); second Act, s. 6). There are two restrictions on the power to renew laid down in the Tribunal Regulations, Section III, 9, namely:

(a) The application for renewal must be made within two weeks of the expiry of the certificate or two months in the special class of starred men so employed before 15th August, 1915.

(b) Where a certificate has been granted on the condition that it shall not be renewable except on an application made with leave of the Tribunal on whose decision it was granted, then it cannot be renewed unless such leave has been given. Conditions of this kind were rendered possible by section 4 (2) of the second Act.

(3) *Power to Review Certificates*.—Under section 3 (1) of the first Act the Tribunal has power to review a certificate at any time subject to certain conditions, and either to withdraw or to vary it. Government Departments who grant certificates to "badged" men have likewise the same power under the wording of the section; but they appear to exercise it without hearing the holder. The conditions which govern Local Tribunals in the exercise of this power are four:—

(a) They must act in accordance with the Statutory Regulations (first Act, s. 3 (1)). These Regulations are contained in Section IV. of the Tribunal Regulations [R. 85].

(b) The Tribunal can only act at the instance of either the holder of the certificate, or the military representative (*ibid.*). Apparently an employer or third party cannot apply for a review, although they can apply for the issue of a certificate in the first instance.

(c) The Tribunal can only review a certificate if satisfied "that the circumstances have changed" (*ibid.*).

(d) Where the certificate has been granted on condition that it shall not be varied without the assent of the Tribunal which granted it, then it cannot be reviewed except when such leave to apply for review has been given (Tribunal Regulations, Section IV. (1) proviso).

(4) *Special Power to Withdraw Individual Certificates*.—One additional power is conferred on local tribunals, not by the statutes or the Military Service Regulations Order, 1916, but casually in the course of another Order dealing with Government Departments in their capacity of tribunals (No. 210 [R. 72], dated 30th March, 1916). This is a power to review, either at the instance of the exempt or of the military representative, an individual certificate granted to a man employed in a certified occupation whose occupation has ceased to be certified. It will be recollected that Government Departments have power to certify certain occupations as of national importance, and therefore men engaged in such occupations can obtain an individual certificate of exemption from the appropriate local tribunal. No doubt these certificates are subject to "review" in the same way as other certificates, if new grounds are shewn—*e.g.*, that the holder has left the employment, or that it is no longer his principal employment, or that it is no longer "in the national interest" that he should remain in it rather than in the Army. In such cases, presumably, the certificate can be varied or withdrawn, like other

certificates, under the power to review just discussed. But, in addition to this normal form of review, such an individual certificate is subject to two kinds of review.

In the first place, the Government Department which "certified" the occupation to which the holder belongs can, at any time, after consultation with the Army Council, withdraw from the holder the certificate granted by the local tribunal—even although the list of certified occupations still remains unaltered Regulation No. 210 [R. 72], section 1 (c), *supra*. The Departmental Regulations quoted contain no rules as to procedure on the part of a Department which thus reviews an individual certificate granted by a local tribunal to a man in a certified occupation. Apparently, like certificates granted to civil servants in its own employ, their individual certificate can be taken away by the Department on arbitrary grounds and without any notice to or hearing of the holder. It is arguable, however, that this is not the case, and that such individual certificates cannot be withdrawn except on the same grounds as justify a local tribunal in reviewing certificates under Section 3 (1) of the first Military Service Act. If this view is right, then an individual certificate can only be taken away when the holder is no longer entitled to it under the statute and the Military Service Regulation Order; i.e., when either (a) he has ceased to be engaged in the employment, or (b) it is no longer his usual and principal work, or (c) it is no longer in the national interest that he should continue in it rather than to be in the Army. To disprove an allegation of the last-mentioned kind, however, would obviously be a very difficult matter for any applicant. In a clear case, however—supposing one to arise—he might apply for a rule *nisi* for a writ of *prohibition* to restrain the Department from illegally and irregularly withdrawing the certificate.

In the second place, these individual certificates can be reviewed by the local tribunal itself in rather curious circumstances. When the list of certified occupations is revised by the Government Departments concerned, so that some particular occupation is eliminated from it, then, of course, all individual certificates granted by the local tribunal to members of the lapsed certified occupation automatically cease to be in force. This is expressly provided for by section 1 (c) of Regulation No. 210, just referred to. But let us suppose there is some doubt whether or not an individual certificate, granted by a local tribunal to a person employed in the occupation no longer certified, has been withdrawn or varied as the result of removing it from the list. This may arise, for instance, when the occupation ceases to be certified as regards workers of inferior status to a foreman, &c., or as regards single men, or as regards men under a specified age. There may be a dispute as to whether or not any holder of a certificate in the revised occupation comes within the description of men whose protection has been removed. How is this to be decided? The natural course would be to leave it to the decision of the magisterial bench on a summons against the man as an absentee, as in the case of any other class of men claiming to be outside the Act. But Regulation No. 210, section 1 (f), provides for quite a different course. It leaves the question to be decided by the local tribunal which originally granted the certificate; so that a pure issue of fact has here to be decided by that body. If a man claiming to be still protected by an individual certificate and in a certified occupation is summoned as an absentee, the moment he raises the question that his certificate is still good and has not been withdrawn or varied by revision of the certified occupations, it would seem that the jurisdiction of the magisterial bench at once ceases. Presumably their proper course is to adjourn the hearing of the summons until the local tribunal has heard and determined the issue of fact, whether or not the individual certificate of exemption has lapsed. This is a very peculiar provision to find in a statutory regulation, and it may be questioned whether it is really *intra vires*. The proviso to section 1 (1) of the first Military Service Act expressly leaves to the determination of a civil court the question whether or not any person comes within the ambit of the Military Service

Acts, and a regulation which entrusts one minor question of this kind to the arbitration of a military court (if the local tribunals are military courts) seems *ultra vires*.

We need scarcely say that on an appeal to a higher tribunal, whether the Appeal or the Central Tribunal, that body can exercise all the powers as regards granting, renewing and reviewing a certificate executed by the Local Tribunal itself.

*Badged Men.*—It has been unofficially stated in the *Times* (14th March) and other newspapers that a large departure of policy in connection with badged men is contemplated by Government Departments. The proposed change consists in withdrawing all badges granted to a class of men employed on war-work, or in controlled establishments, or in the twenty-four trade unions which are permitted (under what is known as the Trade Board Agreement with the Army Council) to issue badges to all their members. In future, it is stated, war-work and the twenty-four trade unions are to be added to the list of certified occupations. The effect of this change, if carried out, will be threefold:—

First, badged classes of men will cease, except in the case of civil servants actually employed and granted their certificates of exemption by their own Government Department. In other cases, the existing practice has been that the Ministry of Munitions, the Home Office, the Army Council, and the other Government Departments concerned have issued the badges and certificates *en bloc* to the employers or trade unions engaged in war-work, who distribute them among the men entitled. All these badges will now be withdrawn, and each man will have to apply to a local tribunal.

Secondly, badged war-work, on the issue of a new list of certified occupations extended so as to include the old badged occupations as well as the starred occupations, will become a certified occupation. Therefore, each badged man will have to prove to the satisfaction of the appropriate local tribunal the usual three conditions precedent to the issue of a certificate in such cases, namely (a) that he is in fact employed in a certified occupation, (b) that it is his usual and principal employment, and (c) that his continuance therein, rather than in the Army, is in the national interest.

Thirdly, the proposed change involves two matters of procedure: (1) The Government Department concerned must exercise its power of *debadging* a class of men by withdrawing the general certificate granted to that class under section 2 (2) of the first Military Service Act: this withdrawal is provided for by section 1 (a) and (b) of Regulation No. 210 (quoted in full in our last issue). And (2) a new list of certified occupations must be issued which will include the present badged classes, now to be debadged.

At present, however, no official order or confirmation of the press statement to the above effect has been issued.

#### B.—THE JURISDICTION OF LOCAL TRIBUNALS.

Only three points require to be noted as regards the Jurisdiction of Tribunals:—

(1) That tribunals can only grant certificates of exemption on one or other of the proper statutory grounds, and to a person who comes within the operations of the Acts. They cannot grant a certificate of exemption on the ground that a man is excepted from the Acts, or not a British subject, or not of military age. Where a man had been medically rejected (Case 47), where he claimed that he was not "ordinarily resident" in Great Britain (Case 48), and where he claimed to be a Minister of Religion (Case 49), the Central Tribunal held on appeal that no jurisdiction exists in such cases to grant a certificate of exemption (*ante*, p. 297).

(2) The proper Local Tribunal to which an application must be made is either:—

(a) Where the ground of application is mainly concerned with a man's employment, the local tribunal for

the area in which the business or employment is situated (Regulation 10).

(b) Where a business is carried on in several localities, the head office (*ibid.*).

(c) Where the ground is mainly personal, the local tribunal within whose area he resides (Regulation 11).

(d) Where application is made on business and personal grounds, so that two separate Appeal Tribunals have jurisdiction, one tribunal is to hear both, and the tribunal to which application is made first is, apparently, to decide whether or not it is the proper tribunal to hear the application on both grounds (Regulation 12). But the point is not made very clear by the Regulation.

(e) In a special case, the Local Government Board can give special direction as to the tribunal having jurisdiction (*ibid.*).

(3) The statutes lay down no restrictions, and give no clear guidance, as to who may apply for a certificate of exemption. Apparently it is open to any party interested to apply in the case of any man—*e.g.* (i.) himself, on any of the six grounds; (ii.) his employer, on any business ground; (iii.) his dependents, on the ground of "hardship." Apparently, too, any number of applications may be put in by different employers of the same man, although the Regulations just quoted compel one tribunal to hear all the applications. There is here a *lacuna* in section 2 of the first Military Service Act, which creates the right to apply, and there are no helpful decisions of the Courts or Central Tribunal as to what persons are "parties interested." But the Central Tribunal has decided (Case 66) that where a man, whose application to one local tribunal has been dismissed on appeal, makes subsequently (presumably on leave extending his time to appeal) a second application for exemption to another local tribunal, no jurisdiction exists to hear the new application.

#### C.—DISCRETION OF TRIBUNALS.

The only remaining point which requires consideration in dealing with the findings of Tribunals is the discretion conferred upon them by the statutes. There are three different degrees of power conferred on public bodies or officers by the law. A ministerial power confers on its possessor no discretion at all, in the strict sense of the term; he must do his exact legal duty at his peril; if he exceeds it or refuses it he will be compelled to execute it by *mandamus*. The duty of a returning officer to receive a vote, of a sheriff to execute a writ addressed to him, and of a court official to issue process, are examples of this class of power. It is reasonably clear that the duty of a Tribunal to issue a certificate is not of this kind; it is not merely ministerial but judicial. This is implied in many of the decided cases—*e.g.*, in *R. v. Wiltshire Tribunal (supra)* and *R. v. Central Tribunal, Ex parte Parton* (14 L. G. R. 1191). The second class of power is the exact opposite, that of an administrative body—such as a County Council, or a Board of Guardians, or a Cinematograph Licensing Authority—which is not bound by judicial rules or procedure, and cannot be interfered with by the courts unless either (a) it refuses to adjudicate at all, or (b) does not adjudicate *bona fide*, or (c) makes an *ultra vires* adjudication—see *Halifax Theatre de Luxe (Halifax) v. Gledhill* (1915, 2 K. B. 49), and cases there discussed. It might have been held that Military Tribunals are authorities in whom is vested this administrative discretion, but in fact the Divisional Court has consistently acted on the assumption that they are not administrative, but judicial, bodies. Since that is so, their discretionary power is of the third kind, a judicial discretion, which must be exercised in accordance with (i) the Statutory Regulations which bind the Tribunal, and (ii) the general principles of natural justice and equity: *R. v. Lincolnshire Appeal Tribunal, Ex parte Stubbs* (80 J. P. 465). The courts in fact apply to local tribunals the general principles of summary jurisdiction practice, but not their statutory rules of procedure.

(To be continued.)

#### Books of the Week.

Law and Lawyers.—Stories of the Law and Lawyers. By JOKE-UPON-LITTLETON. Eneas Mackay, Stirling. 2s. net.

Canada Law Journal. February, 1917. Canada Law Book Co. (Limited), Toronto, Canada.

### Correspondence.

#### Registration of Business Names Act.

[To the Editor of the Solicitors' Journal and Weekly Reporter.]

Sir,—Referring to J. H.'s letter in your this week's issue as to the names of the firms appearing on statements, invoices, and bills, I suggest that there is no necessity for this, and that the reason is that, whereas business letters may contain orders and it is important to know definitely from whom they are received, in the case of invoices, &c., the goods have been delivered or the work done, and it is comparatively a matter of indifference to the debtor by whom.

H. Y.

17th March.

### CASES OF THE WEEK.

#### House of Lords.

THOM OR SIMPSON (PAUPER) v. SINCLAIR. 30th and 31st October; 8th March.

EMPLOYER AND WORKMAN—WORKMAN EMPLOYED TO WORK IN A PARTICULAR BUILDING—WHILE SO WORKING WALL ON ADJOINING PREMISES FALLS ON ROOF OF SHED—ACCIDENT "ARISING OUT OF" THE EMPLOYMENT—WORKMEN'S COMPENSATION ACT, 1906 (6 ED. 7, c. 58) s. 1 (1). *A woman employed in a fish-curing establishment, while working in a shed belonging to her employer, was injured by the fall of a wall in course of erection for a neighbour on adjoining property. Held, that the accident arose "out of" the employment.*

Per Lord Parmoor.—If the conditions of a workman's employment oblige him to work in a particular building or position which exposes him at the time, and on the occasion of the accident, to the injury for which compensation is claimed, then, although the accident is not consequential on and has no causal relation to the work on which the workman is employed, such accident arises out of the employment as incident, not to the character of his work, but to the dangers and risks of the particular building or position in which, by the conditions of his employment, he is obliged to work.

Decision of the Court of Session (1916, S. C. 85) reversed.

Appeal by the "workman" from a judgment of the Second Division of the Court of Session reversing an award of Sheriff-Substitute Young at the Sheriff Court, Aberdeen. The sole question was whether the injury by accident arose "out of" the appellant's employment within the meaning of those words in section 1 (1) of the Act. At the close of the arguments judgment was reserved.

VISCOUNT HALDANE said the appellant, Mrs. Thom, was engaged by the respondent, a fish curer in Aberdeen, when a brick wall in course of erection on ground belonging to someone else, but contiguous to the curing-shed of the respondent in which the appellant was employed, fell, by reason of its instability, on the roof of the shed, and the appellant and other workers were injured. The Sheriff-Substitute of Aberdeen decided that the accident arose "out of and in the course of the employment," and awarded compensation. But he stated a case so as to raise a question of law for the opinion of the Court. The Second Division differing from his view of the law, reversed his decision, and hence this appeal. The Legislature has imposed a double condition for the liability of the employer for injury by accident—a condition that the injury must arise, not only in the course of the employment, but out of it. Obviously, in the present case, the appellant was injured in the course of her employment. But the question remained: Did the accident arise out of the employment? Two contentions had been put forward by the appellant and the respondent respectively. The Second Division thought that the respondent was right, because it appeared to come within the rule laid down by Lord Cozens-Hardy, M.R., in the cockchafer case: *Craske v. Wigan* (1909, 2 K. B. 635). The Master of the Rolls there said that it was not enough for an injured workman to say "the accident would not have happened if I had not been engaged in that employment, or if I had not been in that particular place." That was quite true when referred to the facts with which he was then dealing. Then he added, the claimant must say that "the accident arose because of something I was doing in the course of my employment, or because I was exposed by the nature of my employment to some particular danger." That was also quite true as a criticism of the kind of claim that was then before the Court. Here the appellant was injured because she happened at



the moment of the accident to be working in the shed where she was employed to work, and he thought the Act ought to be construed as signifying that an accident such as this came within the class against which she was insured. He moved that the appeal should be allowed with such costs there and below as were consistent with the appeal here being in *forma pauperis*.

Lord KINNEAR agreed with this judgment.

Lord SHAW and Lord PARMOOR read judgments to the like effect. Order accordingly.—COUNSEL, for the appellant, *Douglas Knockner* and *A. P. Duffes*; for the respondent, *A. Moncrieff, K.C.*, and *T. M. Cooper, AGENTS, T. M. Pole, Leith, and John Cuthbert, London*; *Macpherson & Mackay, S.S.C.*, Edinburgh, and *R. S. Taylor, Son, & Humbert, London*.

[Reported by *ERKINS REID, Barrister-at-Law*.]

## Judicial Committee of the Privy Council.

**DAL SINGH v. THE KING-EMPEROR.** 5th, 6th, 7th, 8th, and 12th February; 8th March.

CRIMINAL PROCEEDINGS—IMPROPER RECEPTION OF EVIDENCE BY INDIAN COURTS—PREROGATIVE OF THE KING IN COUNCIL TO REVIEW SENTENCE—LIMITATIONS WITHIN WHICH THE JUDICIAL COMMITTEE MAY ALONE ON CONSTITUTIONAL PRINCIPLES ADVISE INTERFERENCE.

*It is a principle of the Constitution that His Majesty in Council will not review criminal proceedings unless it be shown that by a disregard of the forms of legal process, or by some violation of the principles of natural justice or otherwise, serious injustice has been done.*

*Rule in Dillet's case (12 App. Cas. 459, 36 W. R. 81, 16 Cox C. C. 241) affirmed.*

Appeal by special leave from a judgment of the Court of the Judicial Commissioner, Central Provinces, affirming a judgment of the Sessions Court, Jubbulpore Division, whereby the appellant was convicted of the murder of a woman called Kalia, and sentenced to death. The murder was committed during a village brawl. The ground of the appeal was that evidence contained in police diaries was improperly admitted, as the statements taken down were not signed by the persons who made them. The appellant alleged that this evidence had led to his being deprived of his defence, because he had been tried with four other natives, whose evidence he would have otherwise have called. The effect of their being charged jointly with him was to gag them from giving evidence on his behalf.

Lord HALDANE, in delivering the judgment of the Board, said that the appellant was convicted of murder by the Sessions Court of Jubbulpore, and was sentenced to death. An appeal to the Court of the Judicial Commissioner of the Central Provinces was dismissed, and the sentence confirmed under the provisions of the Indian Code of Criminal Procedure. A petition for leave to appeal was presented to the King in Council, and in support of the petition it was argued that the judgments of the Indian Courts had been vitiated by an illegal and prejudicial use of the police diaries, and that the credibility of the witnesses had been wrongly estimated. This had led to such a miscarriage of justice as to bring the conviction within the exceptional class of cases in which His Majesty in Council will review the proceedings in a criminal trial in India. It was well settled that the unwritten principles of the Constitution of the Empire restrained the Judicial Committee from being used in general as a court of review in criminal cases; but while the Sovereign in Council did not interfere merely on the question whether the Court below had come to a proper conclusion as to guilt or innocence, such interference ought to take place where there had been a disregard of the proper legal process or the violation of principle in such a fashion as amounted to a denial of justice. His lordship went on to state what was the character of the limitation of the functions of the Committee. The Constitution of the Empire was tending to develop in the direction of regarding as final decisions given in the local administration of criminal justice. The general principle was established that the Sovereign in Council did not act, in the exercise of the prerogative right to review the course of justice in criminal cases, in the free fashion of a fully constituted Court of Criminal Appeal. The exercise of the prerogative took place only where it was shown that injustice of a serious and substantial character had occurred. A mere mistake on the part of the Court below, as, for example, in the admission of improper evidence, would not suffice if it had not led to injustice of a grave character. Nor did the Judicial Committee advise interference merely because they themselves would have taken a different view of evidence admitted. Such questions were, as a general rule, treated as being for the final decision of the Courts below. In the light of these observations his lordship detailed the circumstances attending the murder, which was that of a native woman named Kalia, who lived at Hardua, a village near Jubbulpore, and whose death was evidently due to blows from some such weapon as an axe. Having referred to the evidence, his lordship said the question which arose was whether the improper use of the entries in the police diary of the Court of Appeal was a sufficient reason why the Judicial Committee should recommend interference with the judgment and sentence. In their lordships' opinion it was not such a reason. They had no ground for doubting that the

trial judge properly convicted and sentenced the appellant. That sentence was affirmed by a proper court. The conditions of the Code as to jurisdiction had thus been complied with. The Court of Appeal had before it evidence on which it placed reliance, and on which it could properly have based its affirmance and confirmation of the conviction. It plainly went wrong in using the diary. It was true that error in procedure might be of a character so grave as to warrant the interference of the Sovereign. Such error might, for example, deprive a man of a constitutional or statutory right to be tried by a jury or by some particular tribunal; or it might have been carried to such an extent as to cause the outcome of the proceedings to be contrary to fundamental principles which justice required to be observed. Even if their lordships thought the accused guilty they would not hesitate to recommend the exercise of the prerogative, were such the case. But where the error consisted only in the fact that evidence had been improperly admitted which was not essential to a result which might have been come to wholly independently of it, the case was different. The dominant question was the broad one, whether substantial justice had been done, and, if it were, it was contrary to the general practice to advise the Sovereign to interfere with the result. The point in the present case was therefore whether, looking at the proceedings as a whole and taking into account what had properly been proved, the conclusion came to had been a just one. In the result, their lordships would advise that the appeal would be dismissed. There would, as hitherto had been usual in these cases, be no order as to costs.—COUNSEL, for the appellant, *L. De Gruyther, K.C.*, *J. M. Parikh*, and *J. N. Misra*; for the respondent, *Sir Eyle Richards, K.C.*, and *Sir W. Garth*. SOLICITORS, *T. L. Wilson & Co., Solicitor for the India Office*.

[Reported by *ERKINS REID, Barrister-at-Law*.]

## Court of Appeal.

**METROPOLITAN WATER BOARD v. DICK KERR & CO. (LIM.).**

No. 1. 14th, 15th, 16th, 20th, and 22nd February; 5th March.

CONTRACT—IMPOSSIBILITY OF PERFORMANCE—ILLEGALITY—POWER TO EXTEND TIME FOR COMPLETION—INTERVENTION OF MINISTRY OF MUNITIONS TO STOP WORK—PLAN FOR EXECUTION OF WORK SOLD OR REMOVED—DEFENCE OF THE REALM REGULATIONS, 8 AND 8A.

*By a contract made before the outbreak of war the defendants undertook the construction of very large works for the plaintiffs, to be completed within six years, at a cost of £670,000, and with the widest powers for an extension of time for completion in the event of delays caused by weather, strikes or other difficulties or impediments. Work was commenced after August, 1914. In February, 1916, the Minister of Munitions, acting under the Defence of the Realm Acts and Regulations made thereunder, gave notice to the parties to stop all further work on the contract, and ordering them to comply with his instructions as to the plant on the site of the works, under which a large portion of such plant was either sold or removed elsewhere.*

*Held (reversing Bray, J.), that the execution of the contract, having been indefinitely suspended by a lawful act of State, had become illegal and impossible of performance.*

*Tamplin S.S. Co. v. Anglo-Mexican Petroleum Products Co. (1916, 2 A. C. 397) applied.*

Appeal by the defendants from a decision of Bray, J. (reported 33 T. L. R. 16). The plaintiffs entered into a contract with the defendants on 24th July, 1914, for the construction by the latter of two large reservoirs at Littleton, near Staines, at a cost of £675,000. The contract provided (cl. 10) that all the plant, tools and materials provided by the contractor for such time as they should be brought on to the site of the works should become and continue the property of the Board, and the defendants should not remove them without the consent of the Board's engineer. By clause 32 the whole of the works were to be completed within six years from the date of the engineer's written order to commence them, provided, however, that if by reason of any just cause arising with the Board, or in consequence of any unusual inclemency of the weather or general or local strikes, or by reason of any difficulties, impediments, obstructions, oppositions, doubts, disputes or differences, the contractors should, in the opinion of the engineer (whose decision should be final), have been unduly delayed or impeded in the execution of the contract, it should be lawful for the engineer from time to time to grant such extensions of time for the completion of the works as he should think reasonable without prejudicing the validity of the contract or the adequacy of the contract price. Work was not actually commenced on the contract until after the outbreak of the war. In May, 1915, the parties entered into a supplemental contract modifying the original contract, and reducing the amount of work to be done thereunder, owing to the great difficulty of obtaining sufficient labour. Work continued to proceed slowly on the modified contract until 21st February, 1916, when both parties received a letter from the Ministry of Munitions giving them notice, in exercise of their powers under the Defence of the Realm Acts and the Regulations thereunder, requiring a cessation of all further work on the contract, and ordering the parties to comply with the instructions of the Minister of Munitions as to the contractor's plant on the works. Work was then stopped, and some £40,000 worth of the plant had been either sold or removed elsewhere by the defendants acting under such instructions—in fact, it was stated that at least one of the locomotives was now in Mesopotamia. After considerable correspon-

dence, the plaintiffs brought this action for a declaration that the contract was still subsisting, and that the defendants were bound to perform it, that they were entitled to all the plant still on the works, and the proceeds of sale of such as had been sold, and claiming an injunction to restrain the removal of the same, and damages. Bray, J., held that the plaintiffs were entitled to judgment, except on the claims to the proceeds of sale of plant under the instructions of the Ministry of Munitions, and for damages for the removal of such plant. The plaintiffs appealed. *Cur. adv. vult.*

THE COURT allowed the appeal.

LORD COZENS-HARDY, M.R., having stated the terms of the contract and read the notice from the Ministry of Munitions, proceeded: The principles of law applicable to the case had been settled within the last few years, but he did not propose to go through all the authorities from *Taylor v. Caldwell* (3 B. & S. 826) to *Tamplin S.S. Co. v. Anglo-Mexican Petroleum Products Co.* (1916, 2 A. C. 397). Lord Loreburn there said (at p. 403): "Where a lawful contract has been made and there is no default, a court of law has no power to discharge either party. . . . But the court ought to examine the contract and the circumstances in which it was made, not, of course, to vary, but to explain it, and in order to see whether the parties made their bargain on the footing that a particular state of things would continue to exist. And if they must have done so, a term to that effect will be implied. . . . The condition I should imply goes no further than that they should be excused if substantially the whole contract became impossible of performance, or, in other words, impracticable by some cause for which neither was responsible." Applying the principles there laid down, his lordship found that the contract could not be performed after the receipt of the notice of 21st February, 1916, by reason of the lawful act of the Minister of Munitions making it illegal and a criminal offence to continue work under the contract. The prohibition was not in form temporary, and the continuance of a state of war was too uncertain to be regarded as temporary. The fact that the restraint which had been in force for six months at the date of trial had now continued for twelve months was a matter the Court ought to have regard to: *A-G. v. Birmingham Drainage Board* (1912, A. C. 788). On that ground alone the appeal ought to be allowed. It might also be sufficient to decide the case on the ground of illegality alone. The contract was for the execution of very extensive works, which would involve the employment of thousands of men. It gave the Board a limited property in all the plant provided by the contractors, which was worth about £100,000. All that plant had been claimed by the Minister of Munitions, and the greater part had been sold or transferred elsewhere. It was impossible to consider that an event which either party contemplated at the date of the contract. It was true that in clause 32 there was provision for delays due to certain specified causes, such as strikes, but those events did not extend to the case of illegality, nor did they prevent the Court from considering whether interference due to a subsequent Act of Parliament had been of such a nature as to make the contract, if it could be carried into effect later on, substantially a new contract. His lordship did not base his judgment on the view that there was no physical impossibility of completing the contract at the end of the war, and after the removal of the restraint, or on any commercial impossibility or impracticability. The mere circumstance that the contractors might lose money would not suffice to terminate the contract. With great respect to the learned Judge, his decision was wrong, and the appeal must be allowed. There would be a new declaration, and the injunction would be discharged, but the decision would be without prejudice to the rights of either party to the proceeds of sale of the plant, or to any question as to the retention of moneys under the contract.

WARRINGTON and SCRUTTON, L.JJ., delivered judgment to the same effect, the former observing that it was no answer to the defendants to say that performance of the contract was physically possible at some future time, and the latter that Bray, J., had not really dealt with the question of illegality.—COUNSEL, *Upjohn, K.C., Hudson, K.C., Douglas Hogg, and H. C. Marks; Holman Gregory, K.C., and Joshua Goodland. SOLICITORS, Linklater & Co.; Walter Moon.*

[Reported by H. LANGFORD LEWIS, Barrister-at-Law.]

#### SHARP BROTHERS & KNIGHT v. CHANT. No. 1. 1st March.

LANDLORD AND TENANT—EMERGENCY LEGISLATION—INCREASE OF RENT—INCREASE SUBSEQUENTLY RENDERED IRRECOVERABLE BY STATUTE—PAYMENT OF INCREASED RENT CONTINUED—RIGHT OF TENANT TO RECOVER OR DEDUCT INCREASE PAID UNDER MISTAKE OF LAW—INCREASE OF RENT AND MORTGAGE INTEREST (WAR RESTRICTIONS) ACT, 1915 (5 & 6 GEO. 5, c. 97), ss. 1 (1), 2 (2) (c).

The tenant of a house rented at 9s. 6d. a week from a date before August, 1914, in March, 1915, had the rent increased by the landlords to 10s. a week, being told that if he did not pay it he would be given notice to quit. The Increase of Rent and Mortgage Interest (War Restrictions) Act, 1915, which applied to the house, took effect as from 25th November, 1915, rendering any increase of rent on the anti-war standard irrecoverable as from then. The tenant continued to pay 10s. a week until 7th February, when he claimed to deduct 5s. for excess rent for ten weeks.

Held, that this amount was money paid under a mistake of law, and not under duress, and that the landlord was not obliged to refund any such payments.

Appeal by the plaintiffs from a decision of the Divisional Court

(Ridley and Avory, JJ.) on appeal from the judge of the Birmingham County Court. The plaintiffs were the owners of a cottage in Birmingham, let to the defendant since March, 1907, at a rent of 9s. 6d. per week. In March, 1915, the plaintiffs increased the rent to 10s. a week. The defendant protested, but was told that if he did not choose to pay they would give him notice to quit. He preferred to remain at the increased rent, which he paid until 31st January, 1916, when he first became aware of the provisions of the Increase of Rent and Mortgage Interest (War Restrictions) Act, 1915, which was passed on 23rd December, 1915, and applied to payments of rent as from 25th November, 1915. On 7th February, 1916, he tendered 4s. 6d. in payment of his rent, being the original rent, 9s. 6d., less 6d. a week for ten weeks between 25th November, 1915, and 31st January, 1916. The plaintiffs refused to accept this, but the following week accepted 14s.—i.e., the week's rent plus the 4s. 6d. previously tendered. The plaintiffs then commenced proceedings in the Birmingham County Court to recover 5s., arrears of rent, and the defendant claimed to set off the 5s. he had previously overpaid. By section 1 (1) of the Increase of Rent, &c., Act, 1915 (5 & 6 Geo. 5, c. 97), "where the rent of a dwelling-house to which this Act applies has been since the commencement of the present war . . . increased above the standard rent as hereinafter defined, the amount by which the rent payable . . . exceeds the amount which would have been payable had the increase not been made shall, notwithstanding any agreement to the contrary, be irrecoverable." By sub-section (2), "A person shall not in consideration of the grant, renewal or continuance of a tenancy of any dwelling-house to which this Act applies require the payment of any fine, premium or any like sum in addition to the rent, and where any such payment shall have been made after 25th November, 1915, then the amount shall be recoverable by the tenant from the landlord, and may . . . be deducted from any rent payable by him to the landlord. By section 2 (1) (c) the Act applies to all houses in England outside the Metropolitan Police District the rent of which does not exceed £26. The County Court judge held the defendant was entitled to recover, and the Divisional Court dismissed an appeal from his decision.

The plaintiffs appealed, and THE COURT allowed the appeal.

LORD COZENS-HARDY, M.R., said the appeal, though it involved a very small amount, raised a point of undoubted importance. There was nothing wrong in the landlords saying, at the time they did, that they would serve notice to quit unless the tenant agreed to pay 10s. a week. It was not illegal, and there was no duress or undue pressure. The increased rent was paid until 31st January, 1916, and there was no suggestion of any subsequent threat to give notice to quit. In the meantime the Increase of Rent and Mortgage Interest (War Restrictions) Act, 1915, had been passed. [His lordship read section 1 of the Act.] That Act was undoubtedly retrospective to some extent. After 31st January the tenant took the view that he had for ten weeks paid 6d. a week more than he was bound to, and he claimed to be repaid the 5s., either by set off or otherwise. In his lordship's opinion he was not entitled to recover that sum. The Court ought not to say that the Act had any greater retrospective effect than it expressly provided, viz., that any increase of rent as from 25th November should be irrecoverable. That did not say it might not be received, but that it should not be recoverable by action or distress or any other process. Beyond that they could not go. Then it was said it was really the tenant's money in the landlords' pocket, as it had been paid to him without consideration. The payment, however, was not made without consideration until after the Act had passed; until that date there was a perfectly good consideration. The payments made by the defendant after the Act had passed were made under a mistake of law. Both landlord and tenant being unaware of the statute, it was impossible to say that there was any liability to refund the increased rent payable by agreement made at a time when it was quite lawful and there was no duress. The appeal must be allowed.

WARRINGTON and SCRUTTON, L.JJ., delivered judgment to the same effect, the latter observing that the Act made any increase of rent irrecoverable, but did not make any contract to pay such increased rent illegal. It was only in the case of a fine or premium levied by the landlord that the tenant could recover any money he had already paid.—COUNSEL, *L. D. Hudsall* (with him *J. B. Matthews, K.C., and A. Ward; Holman Gregory, K.C., and Norman Burkett. SOLICITORS, Peter Thomas & Clark, for Jeffery, Wild, & Lovatt, Birmingham; Beckingsale & Co., for Duggan & Elton, Birmingham.*

[Reported by H. LANGFORD LEWIS, Barrister-at-Law.]

### High Court—Chancery Division.

FOWLER v. MIDLAND ELECTRIC CORPORATION FOR POWER DISTRIBUTION (LIM.). Eve, J. 26th February.

COMPANY—DEBENTURE—PAYMENT OFF—NO FIXED PLACE FOR PAYMENT—DEATH OF DEBENTURE-HOLDER—DELAY—INTEREST.

The holder of a registered debenture not containing any provision appointing any particular place for payment, who from carelessness or other cause neglects to present his debenture for payment off, is entitled, where there has been no legal tender, to recover interest on the principal secured by the debenture down to the date of actual payment. It is the duty of the borrower to seek the creditor and to pay the money without request.

This was an action to recover interest on certain debentures. The debentures contained a covenant by the defendants to pay to the regis-



tered holder for the time being the principal sum together with a premium on 30th June, 1913, and interest at 4½ per cent. half-yearly. The debentures were endorsed with a condition that the holders were to have the benefit of an indenture therein mentioned, whereby the assets of the company were charged in favour of trustees to secure the debenture debt and interest. Mary Jane Fowler, the registered holder of eighteen debentures, died on 19th January, 1913, but no notice of her death reached the defendants until July following, when the warrant for the half year's interest payable on 30th June was returned to the company by her bankers, with the information that she was dead, and that a Mr. Challiner, whose address was given, was one of her executors. In July the company paid to the trustees of the debenture trust deed the sum of £1,845, being £1,800 the principal moneys secured by Miss Fowler's debentures, and £45 the premium thereon, and obtained a release from the trustees. In October the company wrote to Mr. Challiner informing him that they had the uncashed interest warrant returned by the bank, and were holding it in anticipation of receiving probate for registration. To this Mr. Challiner replied at once that he had renounced, and that the plaintiff was the only executor. Probate was ultimately granted to the plaintiff on 5th November, 1913, but owing to his having put the bonds away and forgotten all about them, it was not registered with the company until 10th April, 1916. The defendant company paid to the plaintiff the interest on the debentures for the half year ending 30th June, 1913, and paid into court the £1,845 and a sum of £159 10s. 9d., the interest earned on the £1,845 since it was paid to the trustees of the debenture trust deed; but the company repudiated any liability to pay to the plaintiff the difference between this sum of £159 10s. 9d. and interest at 4½ per cent., less tax, on the £1,800 from 30th June, 1913, and this action was brought to recover the amount of that difference.

EVN, J. :—It is not disputed that the general rule that the debtor must seek his creditor might and probably would have applied had the registered holder, Miss Fowler, survived the 30th June, 1913; but it is suggested that the real bargain being a covenant to pay Miss Fowler or other the registered holder, with express terms that the company should recognize and treat the registered holder of each debenture as being the sole absolute owner thereof, and as alone entitled to receive and give effectual discharges for the principal moneys and interest, and that on the death of a registered holder his administrator or executor should be the only person recognized by the company as having any title to the debenture, and might be registered as the holder thereof, the company was not bound to look beyond the register; and that when it was discovered that the person whose name appeared on the register as holder was dead, the company was relieved from any obligation to seek out the administrator or executor, and could retain the overdue principal moneys, or deposit them with the trustees, without being liable to pay interest until such time as the legal personal representative chose, or was able, to have the grant to him recorded in the register. I do not think this suggestion is well founded. The contract is in express terms to pay interest until payment of the principal moneys, and the conditions relating to the register, and to the absolute title of the registered holder and his legal personal representatives, are not intended to operate, nor do they in fact operate, as a qualification on the covenant to pay. They are inserted to protect the company and the debenture trustees against the possible consequences of notice of any trust in favour of, or any claim advanced by, a third party, and to relieve the company and trustees from all obligation to pay regard to any persons other than those in whom the legal title is vested. Beyond this they do not, in my opinion, affect the rights of the debenture-holder or his legal personal representative, and I cannot so construe them as to hold that they transfer to the creditor the obligation of seeking out the debtor. But then it is said that if this conclusion is right a careless debenture-holder or one who was more content to leave his money with the company, possibly at a high rate of interest, than to have it repaid, might inflict hardship on the company by neglecting to surrender his debenture, or possibly by delaying the application for a grant of administration to the estate of a holder who had died intestate. This may be so; but in the first place the whole difficulty can be, and I think at the present time generally is, met by a condition fixing a place of payment, and in the next place, even in the absence of such a condition, a legal tender to the debenture-holder would determine his right to subsequent interest, and by payment into court in redemption or administration proceedings the same result would probably be brought about in the case of a deceased member. But these latter considerations do not really apply to the present case, for, as I have already shewn, the company was supplied the day after the debenture matured for payment with the name of one of the deceased holder's executors, and by the 24th of the following October the information was given that the plaintiff was the only proving executor, and was expecting to receive the grant within a few weeks. The defendants were therefore from the first in possession of information which told them the person or persons to whom a tender might be made. I think the defendants have taken a mistaken view of their true position, and that there is no defence to the action. There will therefore be judgment for the plaintiff for the amount of the difference between £159 10s. 9d. and the interest on the £1,800 at 4½ per cent. per annum from 30th June, 1913, down to judgment, less tax, and an order for payment out to him of the moneys in court. The defendants must pay the costs.—COUNSEL, Clayton, K.C., and F. L. Wright; Maugham, K.C., and R. W. Boxer. SOLICITORS, Ranger, Burton, & Frost, for Geo. Trenam, Balham; Rawle, Johnstone, & Co., for Hill, Dickinson, & Co., Liverpool.

[Reported by S. E. WILLIAMS, Barrister-at-Law.]

**Re BRITISH THOMSON-HOUSTON CO.'S APPLICATION.** Astbury, J.  
28th February.

TRADE-MARK — REGISTRATION—LONG USER—DISTINCTIVENESS—TRADE MARKS ACT, 1905 (5 ED. 7, C. 15), s. 9, SUB-SECTION 5.

A certain mark had been registered in 1902 as a trade mark, consisting of a simple circle, scrolls and three initials in the form of a triangle within the scrolls, the background being dark and the circle and initials in relief. A similar mark, only in the flat, and treated by the applicants as identical and not registered, had been continuously and extensively used by them since 1905 until August, 1916, when the Patent Office complained of it being used with the words "Registered Trade-Mark." The applicants thereupon, without admitting any distinction, filed a fresh application to register this mark.

Held, (1) that it had become distinctive by user within the Trade Marks Act, 1905, s. 9, sub-section 5, and ought to be registered. (2) That it was not an attempt to register initials, and would not cause substantial difficulty or confusion in view of the rights of user of other traders: Registrar of Trade-Marks v. W. & G. du Cros (Limited) (1913, A. C. 624) distinguished. (3) That Re Garrett's Application (1916, 1 Ch. 436) did not apply, as that was an attempt to register initials pronounced phonetically. (4) That Benz & Cie's Application (1913, 30 R. P. C. 177) differed in many respects from the present case in that in that case (i) the name was not the name of a company or individual; (ii) there was no disclaimer of exclusive user; (iii) no evidence of user; and (iv) no registration of any similar prior mark.

This was a motion to reverse the decision of the Registrar of Trade-Marks. In July, 1902, the applicants registered a trade-mark for machinery, hereinafter called mark A. This mark was subsequently registered in other classes. It was a plain circle with three small scrolls containing the letters B. T. H. in a triangle within these shewing in relief. The applicants had since 1905 continuously and extensively used a similar mark as a trade-mark upon their goods, and upon their stationery, but it was not in relief, but was a flat representation of the mark. They had treated it as identical with mark A, and had accordingly not registered. This similar mark is hereinafter called mark B. In 1916 the Patent Office pointed out that mark B differed from mark A, and complained of its use with the words "Registered Trade-Mark," and the applicants at once filed a fresh application to register mark B, while at the same time not admitting that it differed materially from mark A. They disclaimed the exclusive use of the letters B. T. H., and were willing that mark B should be associated with mark A. The Registrar, without evidence of user before him, refused the mark in *limine*, because he said it was not distinctive. He stated that the circle was a mere border, and the scrolls were commonplace, and that any other trader with similar initials should be entitled to use them in a similar circle, and that the registration of mark B would be liable to cause great embarrassment to the trade. He exercised his statutory discretion by holding not only that the mark was not distinctive, but that it was one that could not be encouraged in face of the decision in the *W. & G. du Cros (Limited)* case (The Registrar of Trade-Marks v. W. & G. du Cros (Limited) *supra*). He further said that mark A approached the low-water mark, and did not justify the accepting of a less distinctive mark. The applicants appealed, and proved in evidence that mark B had been associated with their goods for upwards of twelve years. Counsel for the applicants contended that mark B had become distinctive by user, and was a combination mark, and ought to be registered. Counsel for the Registrar contended that it ought not to be registered, and relied on *Re Garrett's Application* (*supra*) and *Re Benz & Cie's Application* (*supra*).

ASTBURY, J., after stating the facts, said: The mark B has become distinctive by user within the Trade Marks Act, 1905, s. 9, sub-section 5. The *W. & G. du Cros (Limited)* case (The Registrar of Trade-Marks v. W. & G. du Cros (Limited) *supra*) was simply an attempt to register initials, and did not apply to a combination mark, but the general test to be applied was laid down there as follows, at p. 631: "Will the registration of the trade-mark cause substantial difficulty or confusion in view of the rights of other traders?" In the present case it is difficult to conceive any innocent person wanting to use the initials B. T. H. with the circle and scrolls which in combination with the applicants' initials has become distinctive of their business. The *Ogee* case (*Re Garrett's Application*) (*supra*) failed as an attempt to register initials phonetically, but Lord Cozens-Hardy, M.R., also pointed out, at p. 441, that there was no absolute right to registration, and that the Registrar had a discretion. I should hesitate to interfere with that discretion unless I thought it had proceeded on wrong grounds. The Registrar was wrong in treating the common character of the circle and the scrolls as material and applying the *W. & G. du Cros* case to a combination mark, and on the evidence which was not before the Registrar I have come to a different conclusion of fact as to distinctiveness. Counsel for the Registrar has relied on *Benz & Cie's Application* (*supra*) to shew that initials in a commonplace circle are not properly registrable. But in that case the name "Benz" was not the name of a company or an individual, there was no disclaimer of exclusive use, no evidence of user and no registration of any similar prior mark. In the absence of such evidence there is no proof of distinctiveness. In the present case there is disclaimer of the initials, earlier registration of a very similar mark, the mark A, and conclusive evidence of distinctiveness by the user of mark B. The registration of mark B must accordingly proceed, the Registrar being right in his view that mark B is not identical with

mark A.—COUNSEL, J. Hunter Gray; Trevor-Watson; Austen-Cartmell. SOLICITORS, A. H. Monks; The Solicitor for the Board of Trade.

[Reported by I. M. MAY, Barrister-at-Law.]

## King's Bench Division.

**COLE v. DE TRAFFORD AND WIFE.** Div. Court. 7th and 8th March.

**HUSBAND AND WIFE—CONTRACT BY WIFE—TORT BY WIFE ARISING OUT OF CONTRACT—LIABILITY OF HUSBAND—ACTION AGAINST HUSBAND AND WIFE—NEW TRIAL—APPEAL ON QUESTION OF FACT—MARRIED WOMEN'S PROPERTY ACT, 1882 (45 & 46 VICT. C. 75), s. 1, SUBSECTION 2.**

A married woman entered into a contract with the plaintiff that he should work as her chauffeur. Her husband did not authorize this contract, and did not pay any wages. The house to which the garage was attached was taken by the wife with the authority of the trustees of a settlement, under which the husband and wife were paid separate incomes. While the plaintiff was employed in the garage, some heavy glass at the top of the doors fell and injured him, and he brought an action in the county court against husband and wife for damages under the Employers' Liability Act, 1880, and alternatively at common law for negligence in not discovering and in allowing the premises to be in a defective condition. The husband was dismissed from the action, and the wife was granted a new trial on the ground that the damages given to the plaintiff were excessive. The plaintiff appealed on both points.

Held, that as the liability sought to be imposed on the husband arose solely out of the contract made by the wife, and that without the contract the tort would not have been committed, and that any invitation by the husband to the plaintiff to come on the premises was due only to the contract, the husband was not liable.

Earle v. Kingscote (44 SOLICITORS' JOURNAL, 625; 1900, 2 A. C. 585) applied.

As to new trial.

Held, that *How v. L. & N.W. Railway Co.* (1892, 1 Q. B. 391) must be followed, and that there is nothing inconsistent with it in *Herbert v. Fox & Co.* (60 SOLICITORS' JOURNAL, 237; 1916, 1 A. C. 405).

Appeal from the Bloomsbury County Court. The action was brought under the Employers' Liability Act, 1880, or alternatively at common law, for damages for personal injuries sustained by the plaintiff on 21st May, 1916, at the defendants' premises whilst employed thereon, by reason of the defective condition of the ways, works, machinery or plant, and by reason of the negligence of the defendants in not discovering, and for not remedying, the said defective condition. The particulars of the claim were that the heavy glass at the top of the garage doors was improperly and insecurely fixed, with the result that it came away and fell upon and injured the plaintiff. The plaintiff was in the employment of Lady de Trafford, the wife of the defendant, Sir Humphrey de Trafford, as chauffeur. He was not employed by Sir Humphrey de Trafford, who did not pay him anything for wages, and had not authorized his wife to employ him. The house where the plaintiff was employed was taken by Lady de Trafford by the authority of the trustees of a settlement, under which a separate income was paid to each of the defendants. The garage was taken under the same circumstances. The county court judge held that there was no case against Sir H. de Trafford, and he was dismissed from the action. The jury returned a verdict for £100 against Lady de Trafford, but the county court judge granted a new trial on the ground that the damages were excessive and unreasonable. The plaintiff appealed, and the Court dismissed his appeal.

BRAY, J., said: In this case two questions arise. The first is as to the circumstances under which an appeal will lie from the county court for a new trial. This question is dealt with in *How v. London & North-Western Railway Co.* (supra), which decided that no appeal lies on the ground of excessive damages, as that is a question of fact and not of law. If the county court judge applied the right rule, and came to the conclusion that the verdict was not a reasonable one for the jury to give, then there is no appeal. We are bound by this case. *Herbert v. Fox & Co.* (supra) was cited against it by counsel for the appellant, but there is nothing inconsistent between the two cases. The appeal against the granting of the new trial must therefore be dismissed. Now comes the question of the liability of the husband. It was said that this was an action of tort, and that the Married Women's Property Act, 1882, does not exempt the husband from liability for the wife's torts. This question was fully considered in *Earle v. Kingscote* (supra). The principle of this case was laid down by Collins, L.J., to the effect that, as regards fraud or other torts, where you cannot separate the fraud from the contract, you cannot, by framing the statement of claim in the shape of tort, turn that which is in its main features essentially contract into tort, so as to let in the liability of the husband where the two are inextricably mixed together. You can only treat the transaction in point of law as a contract, and not as a tort. Now, in the present case, the cause of action, in my opinion, is for the breach of a duty to the plaintiff arising out of contract, and out of contract alone. There would have been no liability upon the defendant but for the duty which arose out of that contract. It is said for the plaintiff that what is really relied on is the invitation to enter and go on to the premises, but there was no invitation at all except under the contract. It was because the plaintiff was employed as the wife's chauffeur that there was any invitation by Sir H. de Trafford

for him to enter the garage. The invitation was the essential element to prove the cause of action, and that invitation only arose out of the contract of defendant's wife with the plaintiff to employ him as her chauffeur. This is not a liability arising independently of contract, but is part and parcel of a contract, and entirely arises out of contract. In these circumstances the husband is not responsible, and the appeal against that part of the decision must also be dismissed.

HORRIDGE, J., agreed with this judgment. Appeal dismissed.—COUNSEL, *Haldin, K.C.*, and *C. T. Williams*, for the appellant; *A. E. Woodgate*, for the husband respondent; *Du Parc*, for the wife respondent. SOLICITORS, *Berry, Tompkins, & Co.*, for the appellant; *Burch, Whitehead, & Davidson*, for the husband respondent; *Eardley Holt, Lightly, & Co.*, for the wife respondent.

[Reported by G. H. KNOTT, Barrister-at-Law.]

## Probate, Divorce, and Admiralty Division.

**BROWN v. BROWN.** Hill, J. 13th and 26th February.

**DIVORCE—EVIDENCE OF MARRIAGE—GOLD COAST COLONY.**

In order to prove the validity of a marriage which has taken place in the Gold Coast Colony it is necessary to call a witness who is expert in the law relating to that Colony.

*Roe v. Roe* (33 T. L. Rep. 83) not followed.

This was a suit for restitution of conjugal rights presented by Mildred Gwendoline Carnegie Brown, née East, against her husband, Charles Carnegie Brown. The suit was undefended. The parties were married at the Registrar's Office, Tarquah, Gold Coast Colony, on 19th July, 1912. In the course of her evidence the petitioner stated that at the conclusion of the ceremony the registrar gave her the certificate which was filed with the petition. Counsel for her submitted that the marriage was sufficiently proved by the production of the Ordinance No. 14 of 1834, which is the last ordinance relating to marriages in the Gold Coast Colony. Section 40 runs:—"Every certificate of marriage which shall have been filed in the office of the registrar of any district, or a copy thereof purporting to be signed and certified as a true copy by the registrar of such district for the time being, and every entry in a marriage register book, or copy thereof certified as aforesaid, shall be admissible as evidence of the marriage to which it relates, in any Court of Justice, or before any person now or hereafter having by law, or consent of parties, authority to hear, receive and examine evidence." The certificate shewed that the requirements made requisite by other sections of the Ordinance had been complied with. [HILL, J.: How am I to know that the Ordinance is still in force?] The volume I produce, your lordship will see, contains "The Ordinances of the Gold Coast Colony, in force on the 31st day of December, 1909." It purports to be issued by authority of a local statute. Search has been made and there have not been any later ordinances which have altered the one I have referred to. In *Roe v. Roe* (supra) Shearman, J., held that the St. Helena Marriage Ordinance of 1851 was sufficient evidence without an expert witness. [HILL, J.: I am of opinion that you must call an expert in the law of the Colony.]

On 26th February Mr. H. W. H. Redwar, formerly Puisne Judge of the Supreme Court of the Gold Coast Colony, gave evidence, and

HILL, J., pronounced a decree for the restitution of conjugal rights, with costs, to be obeyed within 84 days after service.—COUNSEL, *D. Cotes-Predy* (for T. Bucknill, serving with His Majesty's Forces) for the petitioner. SOLICITORS, *Mellor & Co.*

[Reported by C. G. TALBOT-FORSNEY, Barrister-at-Law.]

## New Orders, &c.

### War Orders and Proclamations, &c.

The London Gazette of 16th March contains the following:—

1. An Order in Council, dated 13th March, extending to the Isle of Man, with adaptations, the Defence of the Realm Regulations of 5th December, 1914 (ante, p. 120).
2. An Order in Council, dated 16th March, amending the "Statutory List" under the Trading with the Enemy (Extension of Powers) Act, 1915. Additions to the list are made as follows:—Argentina and Uruguay (4), Bolivia (4), Brazil (7), Chile (9), Colombia (1), Ecuador (2), Netherlands (9), Netherland East Indies (5), Norway (7), Spain (15), Sweden (1), Venezuela (7). There are also a number of removals from and corrections in the list. The full list is now contained in the Consolidating List No. 19a, published on 16th February, 1917, with the list of 2nd March, 1917, and the present list. The note as to obtaining through the Foreign Trade Department substitutes for firms in the list (ante, p. 184) is repeated.
3. A Foreign Office (Foreign Trade Department) Notice, dated 5th

March, that additions have been made to the list of persons to whom articles to be exported to Liberia may be consigned.

4. A Notice that Orders have been made by the Board of Trade under the Trading with the Enemy Amendment Act, 1916, requiring three more businesses to be wound up, bring the total to 425.

5. A Notice of the Central Control Board (Liquor Traffic), dated 15th March, of an error in the print of their Order of 8th March for the East Midlands Area (North Huntingdon) (*London Gazette*, 9th March, ante, p. 339). The week-day evening hours in Art. 2 (1) should be between 6.30 and 9.30, and in Art. 2 (2) 6.30 and 8.30.

6. Three Army Council Orders (printed below) relating to Russian flax and tow, Colonial and foreign wool, and the sale of chopped hay and straw.

7. An Admiralty Notice to Mariners, dated 12th March (No. 288 of the year 1917), defining an area of prohibited anchorage in the Bristol Channel.

The *London Gazette* of 20th March contains the following:—

8. A Notice that appointments have been made to the Appeal Tribunals under the Military Service Act, 1916, as follows:—Berkshire (1), East Sussex (2).

9. A Notice that Orders have been made by the Board of Trade under the Trading with the Enemy Amendment Act, 1916, requiring two more businesses to be wound up, bring the total to 427.

10. An Admiralty Order, dated 19th March, including goldbeater skins in the unmanufactured state in "war material" under Defence of the Realm Regulation 30A, and prohibiting dealings in them except with an Admiralty permit.

### Army Council Orders.

#### RUSSIAN FLAX AND TOW.

War Office.

3rd March, 1917.

In pursuance of the powers conferred on them by the Defence of the Realm Regulations, the Army Council hereby give notice that they take possession of all Russian Flax and Tow in stock in the United Kingdom not already sold to spinners in the United Kingdom, except Flax or Tow in respect of which a permit of sale has been issued by or on behalf of the Director of Army Contracts.

The Army Council further give notice that they intend to take possession of all Russian Flax and Tow which may hereafter arrive in the United Kingdom.

All persons having in their custody or control any stocks of Russian Flax not having been sold prior to the date hereof to spinners in the United Kingdom, or referred to in any permit of sale issued by or on behalf of the Director of Army Contracts, are required to make a return of such stocks to the War Department, Flax Office, Dundee.

#### COLONIAL AND FOREIGN WOOL.

War Office.

6th March, 1917.

In pursuance, &c., the Army Council hereby order as follows:—

No person, except as may be authorised by or on behalf of the Director of Army Contracts, shall make or take delivery of any Colonial or Foreign Wool for carriage or shipment inland from any port in Great Britain.

#### REGULATION OF THE SALE OF CHOPPED HAY AND OAT AND WHEAT STRAW IN GREAT BRITAIN.

War Office.

14th March, 1917.

In pursuance, &c., the Army Council hereby order:—

That on any Sale in Great Britain of hay and oat straw and wheat straw, chopped or chaffed and mixed, hereinafter called "Chop," and where such chop does not contain more than 20 per cent. of straw, the price shall not exceed such prices as are set out in the Schedules hereunder:—

##### SCHEDULE 1.

Maximum prices per ton which a Dealer or Retailer may not exceed for quantities of 10 cwt. and upwards for "chop."

England, £7 10s.  
Scotland, £7 2s. 6d.

##### SCHEDULE 2.

Maximum prices per stone which a Dealer or Retailer may not exceed for quantities of less than 10 cwt. for "chop":—

England, 1s.  
Scotland, 1½d.

There are further provisions as to what the above prices are to include.

Nothing in the Order is to affect the Orders already made prohibiting the lifting of hay and straw except under licence, dated the 31st March, 1916, 30th June, 1916, and 14th September, 1916, or the Orders regulating the price of hay and straw dated the 5th November, 1916, and the 27th day February, 1917.

## LAW REVERSIONARY INTEREST SOCIETY

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G. H. MAYNE, Secretary.

### Food Orders.

#### PROHIBITION OF CONDITIONS OF SALE.

By the Food (Conditions of Sale) Order, 1917, made by the Food Controller under Regulation 2 F of the Defence of the Realm Regulations, it is provided as follows:—

1. Except under the authority of the Food Controller, no person shall, in connection with a sale or proposed sale of any article of food, impose or attempt to impose any condition relating to the purchase of any other article.
2. For the purposes of this Order, the expression article of food includes any article used for food by man, and any article which ordinarily enters into the composition or preparation of human food.
3. If any person acts in contravention of this Order, or aids or abets any other person in doing anything in contravention of this Order, that person is guilty of a summary offence against the Defence of the Realm Regulations, and if such person is a company, every director and officer of the company is also guilty of a summary offence against those regulations unless he proves that the contravention took place without his knowledge or consent.

The Order came into force on the 23rd inst.

#### Price of Swedes.

By the Swedes (Prices) Order, 1917, made by the Food Controller under the above Regulation, it is provided as follows:—

1. Except under the authority of the Food Controller, no person shall sell or offer to sell any swedes or swedish turnips at a price (including the cost of bags or other packages) exceeding the rate of 1½d. per lb.
2. If any person acts in contravention of this Order, or aids or abets any other person in doing anything in contravention of this Order, that person is guilty of a summary offence against the Defence of the Realm Regulations, and if such person is a company, every director and officer of the company is also guilty of a summary offence against those regulations unless he proves that the contravention took place without his knowledge or consent.

#### Sugar.

A new Sugar Order made by the Food Controller, and dated 16th inst., provides as follows:—

1. Except under the authority of the Food Controller, no person shall during any of the periods hereinafter referred to use in the manufacture of articles manufactured by him for sale more sugar than the amount prescribed for such period.
2. The prescribed amount shall be ascertained by reference to the total amount of sugar used in the year 1915 for manufacturing purposes by the person in question, or, in the case where there has been a transfer of a continuing business in or since the year 1915, by such person and his predecessors in that business.

The prescribed amount for each period shall be the percentage of such total amount shown for that period in the following table:—

Percentage of Total Sugar used in 1915.	Period for which such percentage is applicable.
20 per cent. ... ..	January 1, 1917, to June 30, 1917.
30 " ... ..	" 1, 1917, to September 30, 1917.
40 " ... ..	" 1, 1917, to December 31, 1917.

3. This Order shall not apply to the use of sugar in the manufacture of jam, marmalade, or condensed milk.

4. If any person acts in contravention of this Order, or aids or abets any other person in doing anything in contravention of this Order, that person is guilty of a summary offence against the Defence of the Realm Regulations, and if such person is a company, every director and officer of the company is also guilty of a summary offence against those regulations unless he proves that the contravention took place without his knowledge or consent.

5. Article 3 of the Sugar (Confectionery) Order, 1917, is hereby revoked.



## Restriction on Shipping of Malt.

By the Malt (Restriction on Shipping) Order, 1917, made by the Food Controller under the above Regulation, it is provided as follows:—

1. Except under the authority of the Food Controller, no person shall export, ship, or consign any malt (a) from Ireland to any destination in any part of Great Britain, the Channel Islands, or the Isle of Man; or (b) from any part of Great Britain to any destination in Ireland, the Channel Islands, or the Isle of Man.

2. If any person acts in contravention of this Order, or aids or abets any other person in doing anything in contravention of this Order, that person is guilty of a summary offence against the Defence of the Realm Regulations, and if such person is a company, every director and officer of the company is also guilty of a summary offence against those regulations, unless he proves that the contravention took place without his knowledge or consent.

The Order comes into force on the 25th inst.

## Societies.

### The Law Society.

#### ARTICLED CLERKS AND NATIONAL SERVICE.

At a meeting of the Council of the Law Society on the 16th inst. a resolution was passed to the following effect:—

"That an assurance be given to articled clerks who, with the consent of their principals, volunteer to give their whole time for national service that the Council will support an application to the Master of the Rolls to allow the time of such service to count as service under articles of clerkship."

### Law Association.

The usual monthly meeting of the directors was held on the 15th inst., Mr. A. E. Pridham in the chair. The other directors present were Mr. N. Chaplin, Mr. P. E. Marshall, Mr. W. H. C. Frere, Mr. W. M. Woodhouse, Mr. F. W. Emery, and the secretary, Mr. E. E. Barron. A sum of £40 was voted in relief of deserving cases. Two new members were elected, and other general business transacted.

### The Union Society of London.

The society met at the Middle Temple Common Room on Wednesday, 21st March, 1917, at 8 p.m. The subject for debate was "That there should be total prohibition of the sale and consumption of alcoholic liquors during the war." Opener, Mr. Stranger. Opposer, Mr. Willson. The motion was carried.

### Selden Society.

The annual meeting of this society will be held at the Council Room, Lincoln's Inn Hall, on Wednesday, 28th inst., at 4.30 p.m. Lord Parker of Waddington will preside.

## The British Black List.

We take the following from the "Harvard Law Review" for January:—On 23rd December, 1915, Great Britain passed "an Act to provide for the Extension of the Restrictions relating to Trading with the Enemy," to the following effect: "His Majesty may by Proclamation prohibit all persons . . . resident, carrying on business, or being in the United Kingdom from trading with any persons . . . whenever by reason of the enemy nationality or enemy association of such persons . . . it appears to His Majesty expedient so to do. . . . A Black List of neutral firms with which English firms and steamship lines have been forbidden to deal is the result of the proclamations issued as provided by the Act, and reinforced by applications of the Order in Council for 10th November, 1915, requiring licences for British steamers over five hundred tons to trade from one foreign port to another. The consequences have been financially serious for many of such black-listed neutral firms, because most of the international trade is now being carried on British bottoms. Protest has been made by the United States, and a diplomatic correspondence has followed. Complaints in this country have been specially bitter owing to suspicions that the use of the Black List has not been confined to belligerent purposes, but that it has been used to keep American firms out of that part of the South American trade which Germany shared with Great Britain before the war.

To be properly understood, this Act must be considered as Great Britain's part in the Allies' co-operative economic policy relating to trade with the enemy, which received official recognition in the Recommendations of the Economic Conference of the Allied Governments. Shortly after the outbreak of the war, both the French and the British Governments issued proclamations forbidding trade with the enemy. Following the Anglo-American doctrine that domicile alone was the

proper test, the official announcement in explanation of the Proclamation of 5th August, 1914, provided that "for the purpose of deciding what transactions with foreign traders are permitted, the important thing is to consider where the foreign trader resides and carries on business, and not the nationality of the foreign trader." Following the French doctrine that nationality is also a test, the French Decree of 27th September, 1914, forbade "all trade with the subjects of the German and Austro-Hungarian Empire or the persons there resident." It was to make the British prohibitions co-extensive with those of her Ally, and so to secure co-operation in law as well as in arms, that the Act of 23rd December, 1915, was passed. Thus a military alliance has brought about an adoption of foreign legal principles, for it is unlikely that Great Britain will revert to her narrower doctrine after the war. But it is plain that we can find no legal fault with a doctrine of so many years' undoubted standing.

There is equally no doubt as to the jurisdiction of Great Britain to apply the Act. The prohibition extends only to those persons "resident, carrying on business, or being in the United Kingdom," and a sovereign within his territory is necessarily supreme. The French Decree, on the other hand, seems to go much farther than the British, and to apply to every French subject, at home or abroad. But even this is quite in conformity with international law. Recent examples make this clear. How can you distinguish between the right of a nation to call back its reserves from a foreign country at the outbreak of war, the right claimed by Austria to forbid her subjects abroad from working in munition plants that supply her enemies, and the right to forbid one's subjects abroad from trading with certain designated persons? Although Great Britain has denied herself in the Occident in this respect, the prohibition of the Trading with the Enemy Act of 1914 has been extended to all British subjects in the Orient within the jurisdiction of His Majesty's Supreme Court for China. But this is only a use of Great Britain's ex-territorial jurisdiction in China, and so not analogous to the French Decree.

This leaves the Black List unexceptionable as a measure forbidding trade with enemy nationals wherever they may be; and thus far Great Britain has no more than kept pace with her ally, France. But what of the phrase, "by reason of their enemy association," hitherto unconsidered? These words can mean only that Englishmen may be prohibited from trading not only with Germans, but with all persons who trade with Germans. Here is a long step beyond the French, and here lies the nub of the American protest. England imposes upon American merchants, among other neutrals, and also, it is fair to state, Allied merchants, the alternative of trading with her enemies or with herself, but not with both. No matter what England claims to be doing in this matter, it is plain that American firms are to choose between trading with England or with Germany. This involves choice of customers by American firms located in America; therefore, the well-established international rule that a sovereign is supreme within his realm does not apply.

England's act partakes of the nature of a secondary boycott, and it becomes our problem to determine whether a belligerent Power may justifiably attempt to conscript neutrals in the economic strangulation of her enemy. In the absence of international rules it would seem permissible to look within the States to examine their regulations of the competitive struggle among individuals. Here it may be objected that municipal laws governing the orderly regulation of economic competition cannot be projected into the international sphere and applied as between warring States. But principles of international conduct have always been and must be sought in this way. As Kent has remarked: "We accordingly find that the rules of the civil law were applied to the government of national rights, and they have contributed very materially to the erection of the modern international law of Europe. From the thirteenth to the sixteenth centuries all controversies between nations were adjudged by the rules of the civil law." That the use of the secondary boycott is illegal seems to be the municipal law of both England and America, but there has been a striking difference of opinion on the subject, and the method of approach to a determination of the question is more important for the matter now being discussed than the actual decisions.

It has been clearly recognised that in a conflict of interests it is necessary to strike a balance in order to attain a positive social gain. The purposes of the person or class employing the boycott are considered with reference to the welfare of the State, while the injury to be inflicted is also considered with reference to the social good. The sovereign State through its courts adjusts, according to its own ends, the conflicting internal elements. But as between nations there is no sovereign to adjust their conflicting interests to its own ends. Each nation is to judge for itself of the actions of the other with reference to it.

Just at this point it becomes obvious that the British Black List cannot be termed either legal or illegal. There is no world sovereign that can set itself up to consider the ends of the great war and to decide whether the condition of fighting shall be improved for one side or the other according to the aims of the World-State. There is no common sovereign to say that its welfare demands that the English cause be allowed to wield one additional weapon in its struggle for existence, maintenance of world domination, or whatever it is that England contends for. As pointed out above, neither do the municipal laws prohibiting secondary boycotts forge the international decision; they merely give us the method of looking at the problem.

In the absence of any world Power adjusting the struggle between States in order to reach certain ends, or what are thought to be ends, it would seem that the United States can protest with good cause if

the British Black List appears to have no reference to British aims in the struggle with Germany, or if it seems, in application, to involve action or produce effects not necessary to the satisfaction of those aims, for in either case England is acting arbitrarily. Two aspects of the English policy appear. First, if Viscount Grey is right, his Government is seeking merely to cut off a stream of goods flowing from England, through America, to Germany. Secondly, England's object may be the impressment of the United States into her policy of economic strangulation of Germany. In either aspect the Black List has a very apparent reference to England's purposes. Therefore it would seem that all this country can do about the Black List is to protest on some vague ground that its trade should not be killed.

The discussion, therefore, reduces to this: the English Black List will be acquiesced in or not according to whether or not this country regards England's aim as her aim.

## The Blockade.

In the House of Commons, on the 15th inst., says the *Times*, Lord R. Cecil, asked by Major Hunt whether, in view of the failure of the agreements with neutral merchants to prevent them from supplying Germany with quantities of raw materials and necessities, he could see his way to put an end to these agreements, and allow the Navy to prevent these extra supplies of foodstuffs and necessities from being imported into neutral countries for the benefit of Germany, said: I do not consider that the agreements referred to have failed in their object, and His Majesty's Government do not propose to terminate them. With regard to the latter part of the question, I am in constant communication with the Chiefs of the Admiralty, and I am authorized to say that they do not share the views of my hon. and gallant friend.

Replying to a further question by Major Hunt, giving figures to show that large supplies of foodstuffs were going from Holland to Germany, Lord R. Cecil said: The exports for which the figures are given were made principally during the first six months of last year, and the figures do not therefore give a correct impression of the present situation. Apart from very small quantities of butter used for the manufacture of margarine, and re-exported to this country or consumed in Holland, and the coffee, none of the commodities mentioned were imported into Holland or came under the control of the Navy. The imports of coffee have been severely curtailed, and have for some months past been less than the average pre-war imports, less all exports. A very large quantity of Dutch home products have now been diverted from Germany to this country, and we are now getting, roughly, our pre-war percentage.

In the House of Commons, on Wednesday, says the *Times*, Commander Leverton Harris, in answer to an inquiry by Major Hunt, whether Denmark had supplied this country with the quantities of goods stipulated in an agreement, said: There was no agreement such as the hon. member assumes to regulate Danish imports into the United Kingdom.

Commander Leverton Harris, in answer to another question put by Major Hunt, said: I understand that the London Chamber of Commerce have advised their members who may be exporting goods to Denmark that, in order to comply with the Customs (War Powers) Act, 1915, s. 1, they should obtain personal guarantees from their Danish consignees in addition to those given to His Majesty's Government by the Danish Chamber of Manufacturers' and Merchants' Guild. The Foreign Office have not, as suggested by the hon. member, "instructed the London Chamber of Commerce that they must not interfere," but have simply asked to see the circular in which the above recommendation was made, and the Chamber's reason for issuing it.

To an inquiry by Major Hunt, whether there were now a number of cargo steamers loaded with feeding-stuffs for Denmark in British ports; and, if so, whether they would be allowed to go to Denmark

to supply food for animals destined for German consumption, when our farmers were badly off for feeding-stuffs for animals, Commander Leverton Harris replied: The grant of clearance to these vessels is being made dependent on the supply to this country of satisfactory quantities of Danish agricultural produce. I would add that the cargoes of these vessels have not been loaded in the United Kingdom, but have come from overseas.

In answer to supplementary questions, he stated that Denmark had not failed to supply what she promised. The feeding-stuffs referred to by Major Hunt were not from this country, but were sent from foreign countries to Denmark. Colonel Yate: Cannot the Government keep them in this country when they come here? No answer was given.

## Obituary.

Qui ante diem perlit,  
Sed miles, sed pro patria.

### Captain Humphrey Dowson.

Captain HUMPHREY DOWSON, M.C., K.R.R.C., was the younger surviving son of Walter Dowson and Mrs. Walter Dowson, of Alan Cottage, Wimbledon, Surrey, and was twenty-seven years of age. He was reported "wounded" on 15th September, 1916, subsequently "wounded and missing, believed killed," and is now known (unofficially) to have been killed. He was educated at St. Andrew's School, Eastbourne, Uppingham, and King's College, Cambridge. At Uppingham he held a classical scholarship and a leaving scholarship, and was in the cricket eleven and football fifteen. At King's College, Cambridge, he had an hon. exhibition, and took his degree with honours. He was articled to his father (Messrs. Dowson, Ainslie & Co., 19, Surrey-street, W.C.), and in July, 1914, passed his final law examination. On the outbreak of war he joined the H.A.C., and later obtained a commission in the K.R.R.C., proceeding to the front in August, 1915. He was "mentioned" in Sir Douglas Haig's dispatch of April, 1916, and gained the Military Cross in August, 1916.

### Lieutenant Edward W. Ellis.

Lieutenant EDWARD WHITE ELLIS, R.N.V.R., Royal Naval Division, who was reported missing, is now known to have been killed in action on 4th February, aged twenty-three. He was the second and only surviving son of Mr. and Mrs. Joseph William Ellis, of 68, Ladbrooke-grove, Holland-park, W., and was educated at Bradford College and Peterhouse, Cambridge, taking his B.A. in June, 1914. The same month he was articled to Mr. F. B. Aglionby, of Messrs. Ellis, Bickersteth, Aglionby & Hazel, of Portland House, Basinghall-street, E.C., solicitors, of which firm his father is senior partner. On the outbreak of war he enlisted in the Public Schools Brigade. In April, 1915, he obtained a commission as Sub-Lieutenant in the Royal Naval Division, and on 1st August, 1915, proceeded to the Dardanelles, where he remained until the evacuation. In May, 1916, he was promoted lieutenant and proceeding with his battalion to another front was given command of his company in November, 1916.

### Private W. Forster.

Private W. FORSTER, reported missing on 7th October, is now ascertained to have been killed on that day in his twenty-fourth year. He was the second son of Mr. and Mrs. Forster, of Newcastle-upon-Tyne and Barradon, Rothbury, and joined the Royal Fusiliers in February

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of last year. He was educated at Downside and Trinity College, Cambridge, where he graduated B.A. and LL.B. in 1913. At the time of his joining the Fusiliers he was an articled clerk with Messrs. Coward & Hawkesley, Sons & Chance, of London.

## Legal News.

### Appointment.

MR. A. WANSBROUGH JONES, LL.B., has been appointed Clerk to the Justices of the Depwade Division of the County of Norfolk, and also Clerk to the Income Tax Commissioners and Land Tax Commissioners for the same Division. Mr. Wansbrough Jones is a member of the firm of Stevens, Miller, & Jones, solicitors, of Bank Chambers, Norwich, and Long Stratton, Norfolk, and was admitted as a solicitor in 1899.

### Changes in Partnerships.

#### Dissolutions.

GEORGE HARRY MILLS and WALTER GASKELL, solicitors (Mills, Carty & Gaskell), Balfour House, Finsbury-pavement, London, E.C., March 12. Walter Gaskell will continue to carry on the said business under the same style as heretofore. *Gazette*, March 16.

### Information Required.

HARRY SHELFORD BIDWELL, Esq., M.I.C.E. (deceased).—To Solicitors and others.—Any solicitor or other person who may be in possession of a will signed by the said Harry Shelford Bidwell is requested to communicate forthwith with Messrs. Norgate & Hood, solicitors, Dereham, Norfolk.

MRS. MINNIE MILLES (Widow of LEWIS GEORGE WATSON MILLES) (deceased).—To Solicitors and others.—Any person or firm who may be in possession of a will signed by the above-named Minnie Milles is requested to communicate with Messrs. Farrer & Co., 66, Lincoln's-inn fields, London, W.C., solicitors, forthwith.

### General.

Mr. John Edward Lees, aged sixty-eight, of Alderley Edge, Cheshire, solicitor, clerk to the county justices for the Oldham Division, partner in the firm of Messrs. Tweedale, Sons, & Lees, of Oldham, left estate of gross value £73,021.

In the House of Commons, on the 15th inst., Lord R. Cecil, replying to Major Hunt, said the Government were in communication with the Netherlands Government on the subject of the refusal to allow a British merchant ship to use Dutch ports if the ship was armed to ward off German submarine attacks.

Hubert W. Peet and E. Samuel Weller have been sentenced by court-martial at Hounslow Barracks to two years' hard labour for refusal to obey military orders. They had already served 112 days for a previous offence. Two other objectors, C. W. Brock and Harold Paul, were ordered 112 days' hard labour.

## Court Papers.

### Supreme Court of Judicature.

ROTA OF REGISTRARS IN ATTENDANCE ON EMERGENCY APPEAL COURT				
Date.	Mr. Justice ROTA.	Mr. Justice No. 1.	Mr. Justice NEVILLE.	Mr. Justice KIR.
Monday Mar. 26	Mr. Borer	Mr. Bloxam	Mr. Greswell	Mr. Goldschmidt
Tuesday .....	Leach	Jolly	Church	Bloxam
Wednesday ..	28 Goldschmidt	Greswell	Leach	Farmer
Thursday .....	29 Farmer	Leach	Borer	Church
Friday .....	30 Church	Borer	Synge	Greswell
Saturday .....	31 Synge	Goldschmidt	Jolly	Leach

  

Date.	Mr. Justice SARGANT.	Mr. Justice ANSTURTY.	Mr. Justice YOUNGER.	Mr. Justice PETERSON.
Monday Mar. 26	Mr. Leach	Mr. Jolly	Mr. Synge	Mr. Farmer
Tuesday .....	27 Goldschmidt	Greswell	Borer	Synge
Wednesday ..	28 Church	Borer	Jolly	Bloxam
Thursday .....	29 Greswell	Synge	Bloxam	Goldschmidt
Friday .....	30 Jolly	Farmer	Goldschmidt	Leach
Saturday .....	31 Borer	Bloxam	Farmer	Church

## Winding-up Notices.

### JOINT STOCK COMPANIES.

#### LIMITED IN CHANCERY.

London Gazette.—FRIDAY, MAR. 9.

BROOKS & FOX, LTD.—Creditors are required, on or before April 24, to send their names and addresses, and the particulars of their debts or claims, to Percy Sedlow Crowther, liquidator.

DEUCEY BUILDINGS CO., LTD. (IN VOLUNTARY LIQUIDATION).—Creditors are required, on or before April 21, to send their names and addresses, and the particulars of their debts or claims, to William H. Knowles, 8, York st., Manchester, liquidator.

GLoucestershire COUNTY GROUND CO., LTD.—Creditors are required, on or before April 23, to send their names and addresses, and the particulars of their debts or claims, to William Vaughan Lawrence, St. Stephen's church, Baldwin st., Bristol, liquidator.

METRO PAINTS AND COMPOUNDS LTD.—Creditors are required, on or before April 7, to send their names and addresses, and the particulars of their debts or claims, to Arthur B. Watts, 4, Park pl., Cardiff, and Charles E. Dovey, 31, Queen st., Cardiff, joint liquidators.

NATIONAL LIFE STOCK INSURANCE CO., LTD. (IN VOLUNTARY LIQUIDATION).—Creditors are required, on or before April 9, to send by prepaid post, their names and addresses, and particulars of their debts or claims, to Sir William Barclay Peat, 11, Ironmonger in, liquidator.

UNION MANUFACTURING CO. (RAMSBOTTOM) LTD. (IN VOLUNTARY LIQUIDATION).—Creditors are required, on or before April 30, to send their names and addresses, and the particulars of their debts or claims, to William Cropper & Frederick Murgatroyd Silver at, Bury, liquidators.

### JOINT STOCK COMPANIES.

#### LIMITED IN CHANCERY.

London Gazette.—TUESDAY, MAR. 13

APPANTOO CONSOLIDATED, LTD.—Creditors are required, on or before April 24, to send their names and addresses, and the particulars of their debts or claims, to Sidney Pe, 14, George st., Mansion House, liquidator.

'DAC' ACCUMULATOR SYNDICATE, LTD.—Creditors are required, on or before April 9, to send their names and addresses, and the particulars of their debts or claims, to H. C. Bond, Esq., 61 & 62, Lincoln's inn fields, liquidator.

ENGL WATER CIRCULATOR CO., LTD.—Creditors are required, on or before May 1, to send their names and addresses, and the particulars of their debts or claims, to Frederick Edward Smith, 8, St. Helen's pl., liquidator.

J & J HINCHCLIFFE, LTD.—Creditors are required, on or before Mar 31, to send their names and addresses, and the particulars of their debts or claims, to Samuel Anderson, 93, Skipton rd., Harrogate, liquidator.

LEICESTERSHIRE DAIRY & FARM PRODUCE & GENERAL SUPPLY CO. LTD. (IN VOLUNTARY LIQUIDATION).—Creditors are required, on or before April 7, to send in their names and addresses, and particulars of their debts or claims, to Edmund Bland, St. Martin's, Leicester, liquidator.

MINNIE STEAMSHIP CO., LTD. (IN VOLUNTARY LIQUIDATION).—Creditors are required, on or before Mar 23, to send their names and addresses, and the particulars of their debts or claims, to John R. Madderson, c/o Messrs. E. A. Casper, Edgar & Co., Royal chambers, Church st., West Hartlepool, liquidator.

FREE ET FILS, LTD.—Creditors are required, on or before April 25, to send their names and addresses, and the particulars of their debts or claims, to William Hutton, 50, Greenwich st., liquidator.

UNIVERSAL STATIONERY & PRINTING CO., LTD.—Creditors are required, on or before April 30, to send their names and addresses, and particulars of their debts or claims, to Edwin Hayes, 25, Basinghall st., liquidator.

## Resolutions for Winding-up Voluntarily.

London Gazette.—FRIDAY, MAR. 9.

Finsbury Incandescent Co., Ltd. State of Santa Catharina (Brazil) Development Corporation, Ltd.  
William Taylor & Co. (Hammer Smith) Ltd. Linares Lead Mining Co., Ltd.  
Eben & Son, Ltd. Caversham Electric Theatre Co., Ltd.  
Castle-street Picturedrome (Oxford), Ltd. Drury Buildings Co., Ltd.

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Midland Adamant Co., Ltd. Dorene, Ltd.  
Glen Picture Palace (North Ormesby), Ltd. Mayfair Estates, Ltd.  
Universal Stationery & Printing Co., Ltd. Excel Water Circulator Co., Ltd.  
Bath Carriage Co., Ltd. Minnie Steamship Co., Ltd.  
Carton Ltd. James Dawson & Co., Ltd.  
Kirkland Prospecting Syndicate Ltd. Lisboa Gold Mining & Development Co., Ltd.  
Fratton Coal Co., Ltd. Angli Nevada Co., Ltd.

## Winding-up of Enemy Businesses.

London Gazette.—FRIDAY, MAR. 9.

GLASGOW METAL CO., LTD.—Creditors are required, on or before Mar 19, to send particulars of their debts or claims, by prepaid post, to David Guthrie, 31, St. Vincent pl., Glasgow, controller.

JOH BAPT. STURM.—Creditors are required, on or before Mar 24, to send by prepaid post, full particulars of their debts or claims, to Harvey Proen, F.C.A., 17, Basinghall st., controller.

MRS MAGNET CO., LTD.—Creditors are required, on or before Mar 31, to send their names and addresses, and the particulars of their debts or claims, to Charles Ryland Beeby, 66, Basinghall st., controller.

London Gazette.—TUESDAY, MAR. 13.

MENTOR CAMERA CO., LTD.—Creditors are required, on or before April 10, to send their names and addresses, and particulars of their debts or claims, to Wm. Hancock, 99 and 91, Queen st., controller.

## Creditors' Notices.

Under 22 & 23 Vict. cap. 35.

### LAST DAY OF CLAIM.

London Gazette.—FRIDAY, MAR. 9.

ABEY FREDERICK GEORGE, Willenden April 16 Routh & Co., Southampton st., Bloomsbury  
ANDREWS, BENJAMIN, Foscock st., Southwark, Butcher April 11 Burton & Son, Bank chambers, Blackfriars rd.  
BALSTON, FRANCES EMILY, Boscombe, Hants April 30 Moberly & Wharton, Southampton  
BATTEN, JAMES LECKIE, Folkestone April 16 Torr & Co., Bedford row  
BEGG, HENRY, Galsford st., Kentish Town, MB May 17 Jennings, Kentish Town rd  
BERGNA, MANSUETO ILARIO, Com. It. ly April 9 Bell & Sons, Sunderland  
BILLINGHAM, CHRISTOPHER, Lincoln, Brass Finisher April 21 Brozden, Lincoln  
BLACK, JANET SPEARS, Long Wittenham, Abingdon, Berks April 10 Budd & Co., Austin Friars  
BLOFIELD, ELIZABETH SARAH, Worthing April 7 Collins & Collins, King William st  
BOULTER, STANLEY CARR, Rochester April 4 Stanley & Co., Essex st., Strand  
BRINSLEY, SAMUEL WRIGHT, Handsworth, Warwick, Commercial Traveller April 11 Mitchell & Chattock, Birmingham  
CARLEN, MARY ANN, Westcliff on Sea April 14 May, Colledge hill



CLAY, GEORGE, Alberta, Canada, Farmer April 10 Gardner, Liverpool  
 COOPER, JAMES HENRY, Stanley, nr Wakefield April 11 Harrison & Co, Wakefield  
 CRAWFORD, JOHN BRUCE, Chiswick, Civil Engineer April 14 Bridgman & Co, College hill  
 DAVEY, JOHN ASHFORD, Haydon's rd, Wimbledon April 30 Copp, Red Lion sq  
 DAWSON, GEORGE, Miffeld Yorks April 21 Wood, Dewsbury  
 ELDER, ANNIE, South Woodford, Essex April 23 Minchin & Co, Stone blids  
 FETTERHAM, Earl of, Colonel the Right Honourable CHARLES WILLIAM REGINALD, Helmsley, Yorks April 2 Trower & Co, New sq  
 FITZHARDINGE, Rt Hon CHARLES PAGET, Baron FITZHARDINGE, Berkeley Castle, Gloucester May 1 Boodle & Co, Davies st, Berkeley sq  
 GORDON, ANNA LUMSDEN ROBERTSON CONWAY, Cromwell rd, South Kensington Mar 31 Rold & Son, Stonehouse, Plymouth  
 HARDY, MARGARET ANNE, Bromley, Kent April 21 Vande com & Co, Bush In  
 HARDY, LOUIS, Macclesfield, Cheshire April 9 Arnold & Co, Salters Hall et  
 HARRIS, JANE ELIZABETH, Liscard, Cheshire April 17 Johnson & Son, Liverpool  
 HENDERSON, WILLIAM NANNON, Liverpool April 17 Johnson & Son, Liverpool  
 HERBERT, EDWIN EDWARD, Bristol, Labourer April 9 Morris & Co, Cardiff  
 HENSTON, ELIZABETH, Buckfastleigh, Devon April 11 Carr & Co, High Holborn  
 HILL, JAMES, Aulham, Cheshire April 7 Whiteley & Bevan, Nantwich  
 HINKLEY, EDWARD, Bkdale, Southport April 19 Yate, Southport  
 HOBBS, CHARLOTTE SUSAN, Margate, Kent Mar 24 Boys & Maughan, Margate  
 HOLLIS, THOMAS HENRY, Upper Bedford pl April 16 Cuiross & Brook, Old avendish st  
 HORN, WALTER PAUL CARL, Howitt rd, Hampstead May 1 Ford & Co, Bloomsbury sq  
 HUGHES, JANE, Tantrallt Blaencapel, Cardigan April 17 Fielder & Co, Raymond bls  
 HUTCHINSON, LOUISA RIDSDALE, Hove Mar 24 Bruton & Co, Hove  
 ISGALL, ISABELLA JOSHUA, Branksome Park, Poole Mar 31 Aldridge & Aldridge, Bournemouth  
 JANTON, WILLIAM, Cranleigh, Surrey, Builder April 9 Waddy, Cranleigh, Surrey  
 JONES, THOMAS WILLIAM, Beckenham, Kent, Builder April 7 Brundrett & Co, King's Bench walk  
 KING, CHARLES, Avonmouth, Master Stevedore April 21 Press & Press, Bristol  
 KITE, CAPT RALPH BERTRAM, Oxford Mar 21 Kite, Queen st  
 KNAGGS, ANN, Askring, Yorks April 7 Robinson & Dicks, Kirby Stephen  
 LARSEN, ROBERT NORMAN, Holland Park av April 21 Hughes & Son, Edgware rd  
 LEES, GEORGE, Uckington, Glos April 6 Ivens, Cheltenham  
 LEWIS, THOMAS, Tollesbury, Essex, Draughtsman April 13 Bright, Maldon, Essex  
 LLOYD, ERNEST HENRY, Ulverston, Lancs, Civil Engineer Mar 20 Barnes, Ulverston  
 MARRS, HARRY HANABEL, Mount st April 20 Ashurst & Co, Throgmorton av  
 MARSH, WILLIAM BLAKE, Glazbury rd, West Kensington April 13 Davies & Son, Strand  
 MORTIMER, JOHN, Pietermaritzburg, South Africa, Estate Agent April 21 King, Bristol  
 MURPHY, WILLIAM HESLITINE, Wimbledon April 16 Routh & Co, Southampton at Bloomsbury  
 NEWSOM, SAM JAMES, Millhouses, Sheffield April 23 Slater, Sheffield  
 OLDER, OWEN, West Molesey, Surrey, Farmer April 25 Sherrard & Sons, Kingston on Thames  
 PALMER, ELIZABETH MARY, Bridport April 20 Fring, Maryland, Exeter  
 POTTER, ANNIE ELENOWE, Downside cres, Hampstead April 11 Potter & Co, Queen Victoria st  
 PUGH, GERALDINE HANNAH, Kingston upon Hull April 3 Park & Son, Hull  
 RAYNE, HELEN, Tiaerton April 18 Withers & Co, Arundel st  
 SCURRAH, ELIZABETH MAUDE, Kingston upon Hull May 15 Middlemiss & Pearce, Hull  
 SMYTH, KEARLE EDWARD, Upper Richmond rd, Putney April 16 Adams, Victoria at  
 STAFFORD, WILLIAM, Macclesfield, Silk Throather April 7 Flubott, Macclesfield  
 STEEDMAN, MARY ANN, Bromley, Kent April 10 Hodge, Bromley  
 STRACHT, JOSEPH, Much Hadham, Herts April 2 Gayton & Hare, Much Hadham Herts  
 TAYLOR, JOHN, Neath Mar 15 Morgan & Co, Neath  
 TOMPSON, WILLIAM DALRYMPLE, Iver, Bucks May 1 E F & H Landon, New Broad st  
 TORRENS, GERALD CALVERLEY, Sloane sq April 19 Langton & Passmore, Paper bldgs Temple  
 WADKIN, THOMAS JAMES, Peterborough, MD, FRCS Mar 24 Percival & Son, Peterborough  
 WHALLEY, ANN, Blackburn April 10 Tickle, St Helens  
 WOOD, GEORGINA, Whitechurch, Oxford April 14 Bridgman & Co, College hill  
 WRIGHT, WILLIAM, Hove, Sussex April 16 Ince & Co, St Bnnet chmbrs, Fenchurch at

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ARUNDALE, CATHARINE, Liverpool April 14 Rudd & Co, Liverpool  
 BRADLES, FERDINAND, Broadway, Worcester, Surgeon April 30 Birch & Co, Evesham  
 BUSCH, HELMAN, Warwick rd, Stratford April 16 Pearce & Nicholls, Clement's inn, Strand  
 CROSLY, GEORGE, Bradford, Coal Merchant April 16 Banks & Co, Bradford  
 CURTNER, ALFRED, Westcliff on Sea April 14 Cartwright & Cunningham, Paternoster row  
 DALE, THURSTAN GEORGE, Trebovir rd, Earl's Court April 12 Bircham & Co, Parliament st, Westminster  
 FLETCHER, MARY, New Ferry, Chester April 13 Collins & Co, Liverpool  
 FREEMAN, ELIZA WILLIAMS, Highland rd, Upper Norwood April 18 Sharp & Benest, Watling st  
 GARRARD, SARAH, Weston super Mare April 25 Campbell & Co, Warwick  
 GIBSON, MATTHEW, Burdon, Durham, Farmer Mar 27 Bell & Sons, Sunderland  
 MAYDON, LYDIA ELIZABETH, Westover rd, Wandsworth April 7 Corsalis & Berney, Wandsworth  
 MORGIE, JAMES, Manchester, Lecturer April 10 Hall & Co, Manchester  
 HURN, MARY ELIZABETH, Dewsbury, Yorks April 14 Glodhill, Dewsbury  
 KINSON, ARTHUR JOWETT, Croydon Sept 7 Fraser & Son, Dean st, Soho sq  
 KROTT, WILLIAM ROSSITER, Albert rd, south Tottenham April 11 Hill, High rd, Tottenham  
 LANBERT, JOHN LEWIS, Newton, Glam, Architect April 14 David, Bridgend, Glam  
 LAURIE, MARGARET WALLACE, Barnet April 9 Poole, Barnet  
 LORILLARD, JACOB, Upper Brook st June 30 Broad & Son, Great Winchester st  
 MCKEAN, HUGH NORWOOD HILL House, Surrey April 10 Bew & Dickinson, Plymouth  
 MORICE, JOHN, Earl of MEXBOROUGH, Leeds April 16 Foyer & Co, Essex at, Strand  
 MIDGLEY, EDNA, Halifax April 10 Gifford & Co, Halifax  
 MORLEY, JANE, Leoben, Italy April 21 Allen & Son, Carlisle st, Soho sq  
 NEALE, ADALADE HARRIET ELIZA, Dover April 10 Dacon & Co, Eidon at  
 OLD-MACKENZIE, DOUGLAS ALLAN, Bowdon, Cheshire April 24 Leak & Pratt, Manchester  
 PAINES, WILLIAM, Ryde, I of W Mar 17 Thirkell, Ryde, I of W  
 PITCHAM, CONSTANCE, Hindhead, Surrey April 30 Barnett & Co, Camomile at, Bishopsgate  
 READ, GEORGE HENRY, Liphook, Hants April 15 Gedde & Co, Norfolk st, Strand  
 READ, GEORGE ALEXANDER CARADO, Holland rd, Kensington April 21 Wilde & Co, College hill  
 REID, ELIZABETH, Windsor April 21 Wilde & Co, College hill  
 ROBINSON, TOM SADLER, Harlow, Essex April 17 Yarn, Warringtonham  
 RAY, ELLEN MAYKELL, Sidcup, Kent April 20 Anning & Co, Chesapeake  
 SMALLWOOD, SUSAN, Ryecroft, Ashton upon Lyne April 13 Knight, Manchester  
 SOUTHGATE, THOMAS LIA, Manor pk, Lee April 12 Finch & Co, Cannon at  
 SMITH, THOMAS, Birmingham, Dairyman April 19 Pritchard, Birmingham  
 SUTTON, WILLIAM HENRY, Bramhall Park, Cussete April 27 Broom, Manchester  
 TATLER, THOMAS SAMWAYS, Taunton April 10 Poole & Kites, Taunton

## THE BRITISH LAW FIRE

INSURANCE COMPANY, LIMITED

5, LOTHBURY, LONDON, E.C.

(with Branches throughout the United Kingdom).

SUBSCRIBED CAPITAL ... £1,050,000

PAID-UP CAPITAL ... £150,000

RESERVES ... £202,000

FIRE, FIDELITY GUARANTEE, WORKMEN'S COMPENSATION, EMPLOYERS' LIABILITY, PERSONAL ACCIDENT AND SICKNESS, BURGLARY, THIRD PARTY, MOTOR-CAR, LIFT, CRANE and HOIST, BOILER and ENGINE, PROPERTY OWNERS' INDEMNITY, LOSS OF PROFITS due to FIRE, GLASS BREAKAGE, LIVE STOCK.

Gentlemen in a position to introduce Business are invited to undertake Agencies within the United Kingdom. No Foreign Business undertaken.

TAYLOR, THOMAS, Sale, Chester, JP April 30 Minor & Co, Manchester  
 TRATT, JAMES, Stockland, Devon, Farmer April 10 Every & Phillips, Honiton  
 TYLOR, SIR EDWARD BURNETT, Wellington, Somerset April 18 Morse, Kingsway  
 VICKERS, JOHN HENRY, Truham, Cornwall April 10 Hancock, Truro  
 VICKERS, WILLIAM, Manchester, Manufacturing Chemist April 8 Farrar & Co, Manchester  
 WALTON, ALFRED, Croydon April 14 Cartwright & Cunningham, Paternoster row  
 WALTON, LORINA HILL, Huddesdon, Herts April 14 Cartwright & Cunningham, Paternoster row  
 WAMBY, REV CORNELIUS CORNER, Bournemouth Mar 31 Hewit & Co, Bournemouth  
 WILKINSON, ALICE, Manchester April 10 Hall & Co, Manchester  
 WILSON, JAMES, Port of Spain, Trinidad May 15 Wilson, Port of Spain, Trinidad  
 WOOLFREY, ALICE MARY, Weston super Mare April 9 Leslie & Hardy, Bedford row  
 WYLLIE, MARGARET HIBBERTSON, Constable Barton, Yorks April 30 Cridland & Neil, Bedford row

London Gazette.—FRIDAY, Mar. 16.

ARNOLD, LOUISA JANE, Wiltshire rd, Finsbury Park April 30 McKenna & Co, Basinghall st  
 ASHPLANT, THOMAS DAVID, High Holborn April 14 Willis & Willis, Chancery in  
 BARKING, HON GUY VICTOR, MP, Ludgershall, Wilts May 7 Knight-Gregson, 8t James's st  
 BARKER, JOSEPH, Leeds May 1 Prince, Lee's  
 BLACK, HUGH, Southampton, Engineer April 21 Ensor, Southampton  
 BRANDRETH, ARTHUR KILLINGWORTH BOURNE, Birkenhead April 16 Hedges & Davis, Red Lion sq  
 BROWN, HENRY WILLIAM, Hoxton-t April 9 Brown, Ea t rd  
 BUSCH, CATHARINE, Warwick rd, Stratford April 16 Pearce & Nicholls, Clement's inn  
 COLE, ISABEL, Hinde st, Manchester sq April 17 Hasties, Lincoln's inn fields  
 CROSTHWAITE, JOSEPH, Stockport Mar 31 Potts & Co, Stockport  
 CUNNINGHAM, CHARLES THOMAS, Norton Subcourse, Norfolk, Farmer April 16 Sadd & Bacon, Norwich  
 DAKIN, THOMAS, Bartholomew villas, Kentish Town, Olman April 30 Waddy & Kelsey, Finsbury pvt  
 DAVIES, GEORGE DEAN, Weymouth, Salop, Farmer Mar 31 Hawthorn & Son, M rket Drayton  
 DEWHIRST, THOMAS, Halifax April 30 Boocock & Son, Halifax  
 DINGLEY, ALFRED, Droitwich, Jeweller April 17 Rankin & Miller, West Bromwich  
 DRAPER, THOMAS, Shephard, Leicester, Market Gardener April 20 CW & E H Toone, Loughborough  
 EATON, EMMA DUNHILL, Neven rd, South Kensington April 20 Hebb & Sills, Lincoln  
 ELKINS, HARRY ALBERT, Bath, Tailor April 28 Whyby, Bath  
 FARROW, MAURICE, Ladbroke gr, Notting Hill April 20 Julius & Co, Old Jewry  
 FORBES, DANIEL MACKINTOSH, Greham House, Old Broad st, Director May 3 Julius & Co, Old Jewry  
 GALE, GEORGE MASON, Hornsea, Yorks May 1 Holtby, Great Driffield, Yorks  
 GARNER, WILLIAM, West Bromwich, Iron Merchant April 17 Rankin & Miller, West Bromwich  
 HARRISON, LEONARD OSBORNE, Westbourne cres, Hyde Park April 28 Carter & Co, Bangor  
 HALL, HENRY, Granville rd, St Albans April 23 Waterhouse & Co, New et, Carey st & Son, Northwich  
 HARDING, THOMAS KING, Codford St Peter, Wilts April 19 Marsh & Warry, Yeovil  
 HARRIS, L A P, Cardiff April 19 Harris, Cardiff  
 HEARD, JOHN WILLIAM, Manchester, Commercial Clerk April 15 Moon, Manchester  
 HEATH, SAMUEL, Park av, Wood Green, Grocer April 13 Craigen, Cromwell House, Fulwood pl, Holborn  
 HOW, JOHN, Eynesbury, Huntingdon, Cattle Dealer April 21 Wade-Gery & Brackenbury, St Neots, Hunts  
 HUTCHINSON, BLANCH ETHEL, Dartford, Kent, Grocer April 20 Chancellor & Ridley, Dartford  
 HUTCHINSON, LOUISA RIDSDALE, Hove Mar 24 Bruton & Co, Hove  
 IVORY, JOHN, Flashed grove, East Ham, Contractor April 23 Wansey & Co, Moorgate at  
 JONES, HELEN BEALE, Brighton April 14 Upperton & Bacon, Brighton  
 KING, FRANCES, Alderman's hill, Southgate April 16 Spyer & Sons, Austin Friars House, Austin Friars  
 KRAUSS, ELIZABETH, Haslemere av, West Ealing April 16 Braby & Waller, Arundel st, Strand  
 LEGGIST, GEORGE HENRY, Fulford st, Rotherhithe April 30 Millar & Sons, 8t Thomas st  
 LOGIE, LOUISA, Cambridge April 24 Ginn & Co, Cambridge  
 MEXBOROUGH, Rt Hon JOHN HORACE, Earl of, Leeds April 16 Foyer & Co, Essex at, Strand  
 MORRIS, FREDERICK, Rancoon, Burmah April 30 Fladgate & Co, Pall Mall  
 MOTT, SARAH MARIAN, Cuddesdon, Oxford May 1 Fisher, Lincoln's inn fields  
 OLDMAN, ANN, Hyde, Chester April 14 Bostock, Hyde  
 ORMEROD, REV GEORGE THOMAS BAILEY, Stroud, Glos April 27 Ormerod & Allen, Manchester  
 PEMBERTON, HENRY ERNEST, Thames Ditton, Motor Engineer April 15 Hunt & Money, Haymarket  
 PENFOLD, FREDERICK WILLIAM, Kennington Park rd, Licensed Victualer April 30 Burton & Son, Bank chmbrs, Blackfriars rd  
 PIGOTT, ANN, Barnsley, April 24 Raley & Sons, Barnsley  
 PIGOTT, HENRY, Barnsley April 24 Raley & Sons, Barnsley  
 PORTER, DAVID, Bury, Blacksmith April 30 Speakman, Manchester

RADCLIFFE, ROBERT, Stalybridge, Chester, Woollen Manufacturer March 31 Thompson Stalybridge  
 RICHARDSON, THOMAS, Southport, Yarn Agent April 27 Leak & Pratt, Manchester  
 RITCHIE, JAMES, Middleton St George, Durham, Iron Founder April 30 Panch & Robson, Middlesbrough  
 RIXON, ELLEN HANNAH, 85 Leonards on Sea April 16 Russell & Co, Norfolk at Strand  
 ROBSON, JANE, Aston, Cumberland April 3 Blackburn & Main, Carlisle  
 RUDD JOHN, Middlesbrough, Yorks, Labourer April 15 Thompson, Middlesbrough  
 SHIRREFF, MARY MAUDE, Catcott, Somerset April 12 Poole & Son, Bridgewater  
 SINACRE, BERNHARD, Hereford mans Hereford rd, Bayswater April 13 Marcus & Francis, Broad Street av  
 SMART, JOHN MONTGOMERY, New York, USA April 16 Julius & Co, Old Jewry  
 SMITH, ANNIE ELLIOT, West hill, Wandsworth April 25 Banting, Chancery in  
 SMITH, WILLIAM, Swindon, Forgemans April 13 Kinnaird & Co, Swindon  
 SPANDRING, ANNIE, Birkdale April 24 Raley & Sons, Barnsley  
 STEEL, CHARLES ERNEST, Castle Bar rd, Ealing April 24 Bond, Bank chmbrs, Broadway, Ealing  
 STOTT, JOE CYRUS, Barnsley, Medical Herbalist April 24 Raley & Sons, Barnsley  
 SWEENEY, JAMES, Smethwick, Staffs, Engineers' Fitter May 1 J & L Clark, Smethwick  
 TAPNER, WALTER, Beaconsfield rd, Leyton April 20 Brindley, Lea Bridge rd  
 THEAR, GEORGE, Wellington rd, Hillingdon West, Uxbridge, Railway Clrk April 16 Bird & Lovibond, Uxbridge  
 TINGEY, EDWARD, Dersingham, Norfolk May 14 Freeman, Eastcheap  
 TOMLINSON, WALTER JOHN FREDERICK, Weybridge May 31 Hallows & Carter Bedford row  
 VICKERS, THOMAS, New Hartley, Northumberland, Horse Keeper April 21 Gee & Co Newcastle on Tyne  
 WATSON, JANE, Heaton Chapel, Lancs May 1 Scholes & Co, Manchester  
 WOLFFSON, HENRIK JOHN, Rushall av, Bedford Park April 30 Dale & Son, Finsbury sq

London Gazette.—TUESDAY, MAR. 20.

BARING, Hon GUY VICTOR, MP, Ludgershall, Wilts May 7 Knight-Gregson, St James's  
 BARTLETT, WILLIAM HENRY, Myddleton rd, Bowes Park, Bookseller May 5 Collins & Simmons, Bath  
 BATHURST, ROSETTA, Evelyn gds, Kensington May 1 Hores & Co, Lincoln's inn fields  
 BENTON, MARIE BLANCHE ELLICIE THIBAUDEAU, Quebec, Canada May 1 Russell & Co, Norfolk at Strand  
 BIRCH, FREDERICK WILLIAM, Shaldon, Devon April 17 Griffith & Gardner, St Swithin's ln  
 BRIDGEMAN, MARY GWENDOLINE, Hereford May 1 Farrar & Co, Manchester  
 BUSHNELL, ROBERT HALE, Hershwin, Surrey May 15 Douglas, Cophall ct  
 CALLWELL, Lieut-Com WILLIAM HENRY, RN, Havant, Hants April 16 Large, Southsea, Hants  
 CARTER, GEORGE, Aiskew, Yorks, Farmer April 25 ED & BW Swarbrick, Bedale  
 COOK, MARION ELIZABETH, Gloucester April 20 Long & Co, Bedford row  
 COOPER, SELINA, Bournemouth April 24 Aldridge & Haydon, Bournemouth  
 CROSBY, SARAH MARY, Stoke upon Trent April 21 Marshall & Co, Stoke upon Trent  
 CUNLIFFE, ALICIA, Wrexham April 23 Beachcroft & Co, Theobald's rd

CUNLIFFE, HARRIOT, Wrexham April 23 Beachcroft & Co, Theobald's rd  
 DAVIES, DAVID, Swansea April 26 Picton & Co, Swansea  
 DE PASS, HARRY, Grove End rd, St John's Wood April 30 Griffith, St Bride's av Fleet st  
 DRAKE, SIDNEY, Manchester, Merchant April 28 Beesley, Manchester  
 EDDISON, OCTAVIUS, Leeds, Solicitor April 28 Nelson & Co, Leeds  
 EVANS, BENJAMIN, Newtown, Montgomery, Gardener Mar 31 Phillips, Newtown  
 GRAHAM, MARY ELIZABETH, Salford, Lancs April 16 Payne, Manchester  
 HARRIS, CLAUDIUS SHIRLEY, Oxford April 27 Farrer & Co, Lincoln's inn fields  
 HODGKINSON, JAMES, Southport, Lancs, Engineer April 30 Addleshaw & Co, Manchester  
 HOLME, WILLIAM WILKINSON, Ashton on Mersey, Cloth Merchant April 19 Hall & Co, Manchester  
 ING, GEORGE, Edenbridge, Kent, Merchant May 1 Pothecary & Co, Gr sham bldgs, Basinghall st  
 ISRELL-OLDHAM, MARY PHILLIPS, Hatherleigh, Devon April 20 Webb, Theobald's rd  
 JONES, WILLIAM, Maldstone April 15 Day, Maldstone  
 KEMP, AMOS, Gloucester st, Warwick sq April 16 Shoen & Co, Bedford row  
 KNOWLES, FRANCES, Southport, Lancs April 14 Berry, Manchester  
 LEE, EDWIN JAMES, Gillett rd, Thornton Heath April 20 Hanbury & Co, New Broad st  
 MCLENNAN, GEORGE, Winchester st, Westminster April 20 Piper, Vincent sq, Westminster  
 MEACHIN, REBECCA, Norwich April 26 Hatch, Norwich  
 MEAKIN, JAMES HENRY, Conall Hall, Staffs June 1 Paddock & Sons, Hanley  
 MIELL, RICHARD, Hove, Sussex April 18 Adams & Hawker, Bank chmbrs, Tower Bridge rd  
 MITCHELL, JAMES, Grindleton, Yorks April 16 Lawson & Jobling, Burnley  
 MORGAN, JOHN, Barn Green, Worcester, JP May 1 Hargreave, Birmingham  
 O'BRIEN, JOSEPHINE EDITH, Eastbourne May 15 Douglas, Cophall ct  
 PIRK, FRANK, Gerrard's Cross, Bucks, Tailor May 15 Barton, Queen Victoria st  
 REES, MORGAN, Bridgend, Glam, Tradesman May 1 Kesholes & Prosser, Aberdare  
 ROBINSON, MARY ANN, Saltburn by the Sea, Yorks April 16 Dawes, Middlesbrough  
 ROWLEY, ALICE ELIZABETH, Ashington, Northumberland April 15 Clark, Newcastle upon Tyne  
 SCHROETER, GEORGIA, Paris May 15 Ince & Co, St Bonet chmbrs, Fenchurch at  
 SCRUTON, THOMAS KOSUTH, Edgbaston, Birmingham May 1 Hargreave, Birmingham  
 SHIRLEY, MARGARET, Bournemouth April 24 Moorling & Co, Bournemouth  
 SMALL, WILLIAM HENRY, Handsworth, Birmingham May 1 Hargreave, Birmingham  
 SNOODGRASS, ALEXANDER, Chiddingly, Sussex, Farmer April 28 Colles & Co, Hailham  
 STOCER, ROBERT, Stanley pl, Pimlico April 20 Piper, Vincent sq, Westminster  
 TRAVIS, JOHN JOSEPH, Shottles, Derby, Farmer Mar 31 Whiston & Sons, Derby  
 TROTTER, ALFRED WILLIAM LEWIS, Virginia, U S A May 15 Douglas, Cophall ct  
 VERNON, ISABELLA CAROLINE ELIZA, Towstower, Northampton April 27 Maconochy, Arundel House, Arundel  
 WALMSLEY-DRESSER, HENRY JOSEPH, Pall Mall April 13 Tatham & Lousia, Old Broad st  
 WILKINSON, EDWIN, Brighouse, Yorks, Wheelwright April 19 Furniss & Co, Brighouse  
 WILSON, JAMES (TERTIUS), Port of Spain, Trinidad, Merchant May 15 Wilson, Port of Spain, Trinidad  
 WOOD, JOSEPH REYNOLDS, Walton on Thames June 30 Turner & Evans, Walbrook

## Bankruptcy Notices.

London Gazette.—TUESDAY, MAR. 13.

### RECEIVING ORDERS.

ADAMS, FREDERICK GEORGE, Gosport, Hants, Boot Maker Portsmouth Pet Mar 6 Ord Mar 6  
 ASQUITH, ARTHUR, Bolton, Off Beer License Holder Bolton Pet Mar 10 Ord Mar 10  
 BURGONE, HERBERT, Huddersfield, Master Painter Huddersfield Pet Mar 9 Ord Mar 9  
 DENNIS, THOMAS, Ivybridge, Devon, Grocer Plymouth Pet Mar 10 Ord Mar 10  
 GRIFFITH, WILLIAM, Mora Nevill, Carnarvonshire, Builder Portmadoc Pet Mar 10 Ord Mar 10  
 HOSTYR, CONSTANCE, St Stephen's chmbrs, Telegraph at High Court Pet July 8 Ord Mar 7  
 KER, ANDREW WILLIAM, Birkdale, Seed Merchant Liverpool Pet Mar 9 Ord Mar 9  
 PETTIT, EDWIN JOHN, Bury St Edmunds, Baker Bury St Edmunds Pet Mar 9 Ord Mar 9  
 PUNSHON, GEORGE EDWARD, Sunderland, Milk Salesman Sunderland Pet Mar 7 Ord Mar 7  
 REEVES, GEORGE ARTHUR, Tynrodyn, Merthyr Tydfil, Auctioneer Merthyr Tydfil Pet Mar 9 Ord Mar 9  
 WARD, JOHN, Oldham, Oilcloth Dealer Oldham Pet Mar 7 Ord Mar 7

WATSON, CHRISTINE MARGARET, Cheyne walk, Chelsea High Court Pet Feb 19 Ord Mar 9  
 WATSON, WILLIAM, Bolton, Painter Bolton Pet Mar 8 Ord Mar 8  
 WINN, BOWLAND GEORGE, Reading Windsor Pet Jan 31 Ord Mar 3

### FIRST MEETINGS.

ADAMS, FREDERICK GEORGE, Gosport, Hants, Boot Maker Mar 22 at 3 Off Rec, Cambridge Junction, High st, Portsmouth  
 COMER, EDWARD, Bedminster, Bristol, Grocer Mar 21 at 11.30 Off Rec, 26, Baldwin st, Bristol  
 COOK, EVELYN BIRRE, Waterloo Bridge rd Mar 21 at 11.30 14, Bedford row  
 EDEY, TOM, Telford, Shropshire Mar 21 at 11.30 Off Rec, 9, Bedford cir, Exeter  
 EVANS, DAVID, Tonyrefail, Glam, Beer Dealer Mar 23 at 11 Off Rec, St Catherine's chmbrs, St Catherine at Pontypridd  
 HOSTYR, CONSTANCE, St Stephen's chmbrs, Telegraph at Mar 23 at 11 Bankruptcy bldgs, Carey st  
 PARRY, MORRIS H, Bethesda, Carnarvon, Collier Mar 21, at 12 Cypri chmbrs, Chester  
 PUNSHON, GEORGE EDWARD, Sunderland, Milk Salesman Mar 22 at 2.30 Off Rec, 3, Manor pl, Sunderland  
 SHRIMPTON, THOMAS ANDREW, Bewdley, Worcester, Grocer Mar 22 at 3 Lion Hotel, Kidderminster

WARD, JOHN, Oldham, Oilcloth Dealer Mar 23 at 11 Off Rec, Greaves st, Oldham  
 WATSON, CHRISTINE MARGARET, Cheyne walk, Chelsea Mar 22 at 11 Bankruptcy bldgs, Carey st  
 WATSON, WILLIAM, Bolton, Painter Mar 22 at 3 Court House, Mawdsley st, Bolton

Amended Notice substituted for that published in Gazette of Mar. 9.

WALTERS, ARTHUR H R, Swansea Mar 21 at 11 Off Rec, Government bldgs, St Mary's st, Swansea

### ADJUDICATIONS.

ADAMS, FREDERICK GEORGE, Gosport, Hants, Boot Maker Portsmouth Pet Mar 6 Ord Mar 6  
 ASQUITH, ARTHUR, Bolton, Off Beer License Holder Bolton Pet Mar 10 Ord Mar 10  
 BURGONE, HERBERT, Huddersfield, Master Painter Huddersfield Pet Mar 9 Ord Mar 9  
 CROMER, EDWARD, Bedminster, Bristol, Grocer Bristol Pet Feb 26 Ord Mar 8  
 DENNIS, THOMAS, Ivybridge, Devon, Grocer Plymouth Pet Mar 10 Ord Mar 10  
 EVANS, DAVID, Tonyrefail, Glam, Beer Dealer Pontypridd Pet Feb 24 Ord Mar 9  
 GRIFFITH, WILLIAM, Mora Nevill, Carnarvonshire, Builder Portmadoc Pet Mar 10 Ord Mar 10

# THE LICENSES INSURANCE CORPORATION AND GUARANTEE FUND, LIMITED,

24, MOORGATE STREET, LONDON, E.C.

ESTABLISHED IN 1890.

## LICENSES INSURANCE.

SPECIALISTS IN ALL LICENSING MATTERS.

Upwards of 750 Appeals to Quarter Sessions have been conducted under the direction and supervision of the Corporation.  
 Suitable Clauses for insertion in Leases or Mortgages of Licensed Property, Settled by Counsel, will be sent on application.

## POOLING INSURANCE.

The Corporation also insures risks in connection with FIRE, CONSEQUENTIAL LOSS, BURGLARY, WORKMEN'S COMPENSATION, FIDELITY GUARANTEE, THIRD PARTY, &c., under a perfected Profit-sharing system.

APPLY FOR PROSPECTUS.

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